Daguelium Emuralama	ID. 70 A 00 E C 0	-95AB-FA9A4B783AA

CONTRACT

Between

CITY OF READING

and

STANTEC CONSULTING SERVICES INC.

2021 - Downtown Plus Strategic Master Plan for the Department of Community Development

CONSULTING AGREEMENT

	This CONSULTING AGREEMENT (the "Agreement") is entered into and effective as
of_	This CONSULTING AGREEMENT (the "Agreement") is entered into and effective as 3/18/2021, (the "Effective Date") by and between the <u>City of Reading</u> , a
Pen	insylvania municipal corporation (the "City"), and Stantec Consulting Services Inc., a New
You	rk corporation (the "Consultant").

Background

The City desires to engage the Consultant for the delivery <u>professional consultant services</u> associated with the City of Reading Downtown Plus Strategic Master Plan ("*Project*") in accordance with the Scope of Services in the Request for Proposals attached hereto as Exhibit "A" (collectively, the "*Services*").

Agreement

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and intending to be legally bound hereby, the parties agree as follows:

1. **Engagement; Scope of Services**. Subject to the terms and conditions set forth in this Agreement, the City hereby engages the Consultant to perform the Services for the Project on behalf of the City consistent with the terms of this Agreement, including all attachments, addenda and/or exhibits attached hereto.

2. **Performance of Services**.

- (a) The Consultant shall perform the Services in accordance with the terms of this Agreement and in coordination and/or conjunction with those services rendered by the City and its authorized representatives, agents or other consultants. The Consultant shall fully cooperate with the City's authorized representatives, employees and elected officials of the City, and the agents or other consultants of them in relation to the performance of their respective contractual obligations to the City. The City's retention of other consultants shall not relieve the Consultant of its responsibilities under this Agreement or entitle the Consultant to an adjustment in the schedule, the Services, or the Consultant's compensation. Notwithstanding the foregoing, in no event shall the Consultant be responsible for quality assurance of the work of such other representatives, agents or consultants, nor shall the Consultant be liable for any errors or omissions in such work.
- (b) The Consultant shall perform its Services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Services.
- (c) The Consultant acknowledges that the Services may be performed in connection with grant funds received by the City. In the event that the Services are funded through grants, Consultant shall adhere to all requirements set forth in any applicable grant agreement applicable to City vendors and contractors. The Consultant shall provide the City with any information or execute any document required by the any applicable grant agreement for the City to be entitled to receive the grant funds.

3. Compensation.

The Contractor shall be compensated based on a lump sum fee of TWO HUNDRED SEVENTY-TWO THOUSAND SEVEN HUNDRED TWENTYFIVE AND 00/100 (\$272,725.00) US which shall be applied to the scope of services as follows:

	Total Cost	Allocated Hoiurs
Task 1 - Existing Conditions Analysis	\$38,300	232
Task 2 - Public Engagement	\$54,100	328
Task 3 - Market Analysis + Retail Action Plan	\$85,225	517
Task 4 - Draft Plan Recommendations	\$68,150	413
Task 5 - Final Deliverables	\$26,950	163
	GRAND TO	TAL \$272,725

4. **Payments to the Consultant.**

- (a) Payments of undisputed amounts are due and payable within forty-five (45) days after the City's receipt of an invoice from the Consultant. Undisputed amounts unpaid after sixty (60) days from the City's receipt of such invoice shall bear interest at the rate of three percent (3%) per annum.
- (b) By the 15th of each month, the Consultant shall submit a detailed invoice to City by electronic mail, which identifies the specific tasks of the Services performed by the Consultant and/or its Subconsultants in the preceding month. Each invoice shall clearly set forth in single line items: a detailed description of each action performed by each person (with their corresponding billing rate) and the time required to perform such action to the nearest tenth of an hour. The invoice shall also generally describe the relative percentage of completion for each Task (as identified in Exhibit A), the total cumulative amount invoiced for each Task, the total remaining compensation for completing each Task, any supporting documentation and the overall percentage of the Project's Services completed as of the date of such invoice. Progress reports shall accompany each invoice in MS Word format.
- (c) If the City determines that the Consultant's invoice lacks sufficient detail or inappropriately block bills, the City will notify the Consultant promptly. Consultant shall revise the invoice in accordance with the requirements of this Agreement and resubmit to the City.
- (d) No payments made under this Agreement shall be evidence of the proper performance of this Agreement, either in whole or in part, and no payment, including the final payment, shall be construed to be an acceptance of defective or improper services or relieve the Consultant of its responsibility to perform its services in a professional manner and in accordance with the terms of this Agreement.
- (e) In the event of any dispute between the City and the Consultant as to the percentage or quality of work completed or the absence of supporting documentation, the City shall not be obligated to pay the amount in dispute until a final resolution of the dispute. Unless the parties expressly agree otherwise in writing, in the event a dispute arises under this Agreement in connection with payments to be made on any invoice, or otherwise, the Consultant, shall

continue to perform its duties and responsibilities under this Agreement, including, without limitation, the Services, during the pendency of such dispute.

- 5. **Equipment and Supplies**. The Consultant shall supply any equipment and supplies required to render the Services, except as otherwise provided herein, at no additional cost to City.
- 6. **Permits and Licenses**. The Consultant shall pay all fees and procure all necessary licenses and permits needed to conduct the Services, without any markup. The Consultant shall give any and all necessary formal notices required in conjunction with the lawful prosecution of the Services.
- 7. <u>Term</u>. This Agreement shall commence as of the Effective Date, and it shall continue in effect until (i) such time when the Services have been completed in their entirety, or (ii) this Agreement is terminated in accordance with the provisions of Sections 14 or 16(c) hereof, whichever is earlier (the "*Term*").
- 8. <u>Independent Contractor</u>. The Consultant is an independent contractor and shall not be deemed an employee of the City. Neither party shall be responsible for the acts or omissions of the other party hereto nor the acts or omissions of the employees or agents of the other party hereto. Neither party shall have the authority to speak for, represent or obligate the other party hereto in any way without either the express prior written consent of or written ratification by the other party.

9. <u>Confidentiality and Non-Disclosure</u>.

- (a) In connection with the provisions of the Services to the City, the Consultant will have access to certain "Confidential Information" (as defined herein). For purposes of this Agreement, "Confidential Information" means all information of the City, (or information of another party which the City has in its possession) transmitted to the Consultant in connection with the performance of Services, regardless of whether such information was or is transmitted orally, in writing, electronically or other form, or whether such information was or is tangible or intangible or observed.
- (b) The Consultant may not release any Confidential Information, nor publish any report or documents relating to the City or the performance of the Services without prior written consent of the City. The Consultant shall indemnify and hold harmless the City and the City, including their officers, elected officials, and employees from all liability which may be incurred by reason of the Consultant's unapproved dissemination, publication and distribution, or circulation, in any manner whatsoever, of any Confidential Information by the Consultant or its agents or employees.
- (c) Notwithstanding subsections (a) and (b) of this Paragraph, the Consultant shall not have any obligations under this Agreement with respect to information which (i) is already known to the Consultant (as evidenced by the Consultant's prior written records) or is publicly available at the time of disclosure; (ii) is disclosed to the Consultant by a third party, unless the Consultant is aware that the third party is subject to an obligation of confidentiality with respect to such information; (iii) becomes publicly available after disclosure through no act of the Consultant; or (iv) is independently developed by the Consultant without breach of this

Agreement. Notwithstanding subsections (a) and (b) of this Paragraph, the Consultant may use and disclose any information (i) to the extent required by an order of any court or other governmental authority, but only to the extent required to comply with the said requirements of the government authority or court order, or (ii) as necessary for the Consultant to protect its interest in this Agreement, but only after the City has been so notified and had the opportunity to obtain reasonable protection for such information in connection with such disclosure.

10. Copyrights and Licenses.

(a) Upon full payment of all monies owed to the Consultant, drawings, specifications, reports, data and other documents, including, without limitation, those in electronic form, prepared by the Consultant and/or its Subconsultants in connection with the Services are the property of the City who shall be vested with all common law, statutory and other reserved rights. At the City's request, the Consultant and/or its Subconsultants shall provide the City, the City and any third party designated by the City, a full and complete release, in a form and substance acceptable to the City, of any and all rights the Consultant and/or its Subconsultants may have to the drawings, specifications, reports, data and other documents prepared by the Consultant and/or its Subconsultants in connection with the Services. The City agrees, to the fullest extent permitted by law, to indemnify and hold the Consultant harmless from any claim, liability or cost (including reasonable attorney's fees and defense costs) arising or allegedly arising out of any reuse or modification of the drawings, specification, reports, data and other documents by the City or any person or entity that obtains the drawings, specification, reports, data and other documents from or through the City.

11. **Insurance & Indemnity**.

See Exhibit "A" Request for Proposals.

12. Representations and Warranties.

- (a) The Consultant represents that the Consultant possesses the training, skills and expertise necessary to perform the Services with the customarily accepted standards of the profession.
- (b) The Consultant represents that it may lawfully conduct its business in the Commonwealth of Pennsylvania.
- (c) The Consultant represents and warrants that it possesses the necessary license or licenses to perform the Services in the Commonwealth of Pennsylvania, and if any part of such Services is to be subcontracted, the Subconsultants have the necessary license or licenses to perform such Services.
- (d) Each party represents to the other party that such party has the power and authority to enter into this Agreement and that such party is not a party to any restrictions, agreements or understandings whatsoever which would prevent or make unlawful such party's acceptance of the terms set forth in this Agreement or such party's performance hereunder. Each party further represents that such party's acceptance of the terms of this Agreement and the performance of such party's obligations hereunder do not and will not (with the passage of time)

conflict with or constitute a breach or default of any contract, agreement or understanding, oral or written, to which such party is a party or by which such party is bound.

Correction of Services. The Consultant shall promptly correct any Services rejected by the City as failing to conform with the requirements of this Agreement, industry standards, or applicable laws, in the City's reasonable discretion, whether discovered before or after the Term. Costs of correcting such rejected or nonconforming Services, including, but not limited, any additional labor or materials of the Consultant, its Subconsultants, the City or the City's agents, made necessary thereby, shall be at the Consultant's cost and expense. If the Consultant fails to correct such rejected or nonconforming Services within a reasonable time after receiving notice from the City, the City or its agents may correct such Services and the Consultant shall pay the City all costs, expenses, losses and damages incurred by the City to make such correction.

14. **Termination**.

- (a) The City may terminate this Agreement upon not less than seven (7) days written notice to the Consultant if the Consultant (i) refuses or fails to supply enough properly skilled workers to perform the Services, (ii) fails to make payment to its Subconsultants or suppliers for labor in accordance with the respective agreements between the Consultant and its Subconsultants or suppliers, (iii) violates any laws, ordinances, rules, regulations or orders of a public authority having jurisdiction, (v) becomes insolvent, suffers or permits the appointment of the receiver for its business or assets, or becomes subject to any proceeding under any bankruptcy or insolvency law, or (vi) otherwise materially breaches a provision of this Agreement.
- (b) The City may terminate this Agreement upon not less than fourteen (14) days written notice to the Consultant for the City's convenience and without cause. In the event of termination not the fault of the Consultant, the Consultant shall be compensated only for Services performed prior to termination. After the City has made such payment, the City shall have no further obligation or liability to the Consultant with respect to this Agreement.
- (c) If the City fails to make payments to the Consultant of any undisputed amounts due in accordance with this Agreement without just cause relating to the Consultant's failure to perform in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Consultant's option, cause for suspension of performance of services under this Agreement. In the event of a suspension of services, the Consultant shall have no liability to the City for delay or damage caused the City because of such suspension of services. Before resuming services, the Consultant shall be paid all sums due prior to suspension. Prior to any suspension of services or termination of this Agreement, the Consultant shall give thirty (30) calendar days' written notice to the City during which period City may cure its nonperformance by making payment of all sums due to Consultant and not in dispute.
- (d) Immediately upon expiration or termination of this Agreement, the Consultant shall return to the City, in both written and electronic format, all information and other property used or created in connection with the Services by the Consultant or its agents, along with such information and assistance as is reasonable and customary to enable the City to successfully transfer the Services to another service provider or other third-party. The Consultant shall

maintain a copy of such information in electronic format for at least twelve (12) months after termination of the Services for the purpose of carrying out the intent of this provision.

15. <u>Claims for Consequential Damages and/or Incidental Damages</u>. The Consultant waives claims against the Owner for lost profits, lost expected profits, consequential damages and/or incidental damages arising out of or relating to this Agreement. This waiver is applicable, without limitation, to all consequential damages and/or incidental damages, due to either the Consultant and/or the Owner's termination under the terms of this Agreement. Notwithstanding anything else to the contrary in this Agreement, the Owner shall have the right to recover.

16. Equal Employment Opportunity.

- (a) During the performance of the Agreement, the Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, pregnancy, age, genetic information, disability, or any other status protected under local, state, or federal law. The Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, sex, national origin, pregnancy, age, genetic information, disability, or any other status protected under local, state, or federal law. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- (b) The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. The City may elect to provide the Selected Consultant with the required form notice. The Consultant will, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, pregnancy, age, genetic information, disability, or any other protected status under local, state, or federal law.
- (c) In the event of the Consultant's noncompliance with Section 16(a), Section 16(b) or with any applicable laws, the Agreement may be canceled, terminated, or suspended in whole, or in part, by the City. In such event, the Consultant may be declared ineligible for further City contracts. The Consultant shall include the paragraphs set forth in this Section 15 in every subcontract or purchase order.
- 17. **Employment of Certain Persons Prohibited**. No person who, at the time, is serving sentence in a penal or correctional institution shall be employed on the work covered by the Agreement.
- 18. <u>Subcontracts</u>. The Consultant shall not subcontract work under the Agreement unless prior written approval is granted by the City. Each person or entity which the Consultant subcontracts with to perform Services, as approved in writing by the City (each a "Subconsultant"), shall be bound by the conditions of the Agreement.
- 19. <u>Right to Audit Records</u>. The City shall be entitled to audit the books and records of the Consultant or any of its Subconsultants to the extent that such books and records relate to the Agreement or the performance of Services. The Consultant and its Subconsultants shall retain

such books and records for a period of three (3) years from the date of final payment under the Agreement unless the City otherwise authorizes in writing a shorter period. Notwithstanding the foregoing, the City's right to inspect, copy and audit shall not extend to the composition of the Consultant's rates and fees, percentage mark-ups or multipliers but shall apply only to their application to the applicable units.

- 20. <u>Compliance with Applicable Laws and Standards</u>. The Consultant shall strictly comply with all applicable federal, state, and local laws, ordinances, decrees, orders, published governmental guidance documents, and industrial statues, regulations, codes and standards in its performance of Services.
- 21. <u>Communicating with Governmental Agencies</u>. Notwithstanding anything to the contrary in this Agreement, the Consultant shall provide the City with notice before communicating with any governmental agencies about any information related to the Services. The City shall be provided with the opportunity to direct all communications with governmental agencies.
- 22. <u>Governing Law; Jurisdiction</u>. This Agreement shall be governed and construed by the laws of the Commonwealth of Pennsylvania without regard to its principles of conflicts of law. EACH PARTY IRREVOCABLY CONSENTS TO THE EXCLUSIVE JURISDICTION AND VENUE OF THE STATE COURTS LOCATED IN THE COUNTY OF BERKS, COMMONWEALTH OF PENNSYLVANIA, AND IRREVOCABLY AGREES THAT ALL ACTIONS OR PROCEEDINGS BETWEEN THE PARTIES, INCLUDING, BUT NOT LIMITED TO, THOSE ACTIONS OR PROCEEDINGS RELATING TO THIS AGREEMENT, SHALL BE LITIGATED IN SUCH COURT.
- 23. **Entire Agreement**. This Agreement (including its exhibits) constitutes the entire agreement of the parties pertaining to the subject matter hereof and merges all prior negotiations and drafts of the parties with regard to the transactions contemplated herein. Any and all other written or oral agreements existing between the parties hereto regarding such transactions are expressly canceled. In the event of any conflict between this Agreement and any of the exhibits attached hereto, the more stringent terms shall govern.

24. <u>Alterations, Modifications or Additions of the Services</u>.

(a) The Services will be under the supervision of the City or its authorized representatives, agents or other consultants. In the event the Consultant determines that any alteration, modification or addition to the Services is warranted ("Additional Services"), the Consultant shall submit a proposal to the City setting forth in reasonable detail the scope of such Additional Services, the estimated time and price of performing the Additional Services and any potential impact on the then-existing Services and any fees related thereto. The Consultant shall obtain the prior written approval from the City before performing any Additional Services. The Consultant shall not be entitled to additional compensation for any work or materials associated with Additional Services unless it received such approved. If approved by the City, the Consultant shall perform or cause to be performed such Additional Services in accordance with the terms of this Agreement.

- (b) The City shall pay the Consultant all compensation earned in the performance of Additional Services in accordance with Paragraph 4.
- 25. <u>Waiver</u>. No provisions hereof may be waived except by an agreement in writing signed by the parties. A waiver of any term or provision hereof shall not be construed as a waiver of any other term or provision hereof.
- 26. **<u>Binding Effect.</u>** This Agreement shall bind and inure to the benefit of the parties hereto and their respective successors, heirs and permitted assigns.
- 27. <u>Assignment</u>. This Agreement is a personal service contract and may not be assigned by the Consultant without the prior written consent of the City.
- 28. Third Party Beneficiaries. The parties acknowledge and agree that the City shall be named as a third party beneficiary of any and all agreements by and between the Consultant and any of its Subconsultants and the City shall have the rights of enforcement and remedies against the Consultant's Subconsultants as are available to the City hereunder. Furthermore, the parties acknowledge and agree that none of the City's obligations and duties under this Agreement shall in any way or manner be deemed or construed to create any obligation of the City to any person or entity other than the Consultant. The parties also acknowledge that the City shall be deemed a third party beneficiary of this Agreement and shall be entitled to rely on the quality of the Services rendered by the Consultant.
- 29. <u>Notice</u>. Any notice required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been sufficiently given for all purposes when presented personally to such party or sent by certified or registered mail, return receipt requested, or by facsimile transmission with confirmation, to such party at its address set forth below:

1500 Spring Garden St. Ste.1100 Philadelphia, PA 19130

- 30. **Severability**. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of the remaining provisions (including any remaining provisions within the same numbered paragraph), unless the absence of such invalid or unenforceable provision materially and adversely affects the right or obligations of either party hereto.
- 31. **Background**. The Background Section of this Agreement is expressly incorporated into the substantive provisions of this Agreement and shall be binding upon the parties as if expressly contained in the body of the Agreement.

- 32. **Drafting of Agreement**. The parties hereto acknowledge that each has participated in the drafting of this Agreement and the parties hereto expressly waiver the defense of contra proferentum, i.e., that this Agreement or any portion of this Agreement may be construed against any party as the drafter thereof.
- 33. **Exhibits**. Unless otherwise indicated, references to this Agreement shall be interpreted to include the main body of this Agreement and the Exhibits. In interpreting this Agreement and resolving any conflicts, inconsistencies, discrepancies or ambiguities between and/or within this Agreement and the Exhibits attached hereto, the main body of this Agreement takes precedence over the Exhibits. Any conflict, inconsistency, discrepancy or ambiguity of the scope of services shall be resolved in favor of the performance of the greater degree, quantity or quality of services (as determined by the City).
- 34. **Force Majeure.** Any default in the performance of this Agreement caused by any of the following events and without fault or negligence on the part of the defaulting party shall not constitute a breach of contract: labor strikes, riots, war, acts of governmental authorities, unusually severe weather conditions or other natural catastrophe, pandemic or any other cause beyond the reasonable control or contemplation of either party. Nothing herein relieves the City of its obligation to pay the Consultant for services rendered. This provision applies, without limitation, to any impacts caused by, resulting from, or arising out of the COVID-19 pandemic, which was declared a worldwide pandemic by the World Health Organization on March 11, 2020.
- 35. <u>Limitation of Liability.</u> The total amount of all claims the City may have against the Consultant under this Agreement or arising from the performance or non-performance of the Services under any theory of law, including but not limited to claims for negligence, negligent misrepresentation and breach of contract, shall be strictly limited to the lesser of the fees or \$600,000. As the City's sole and exclusive remedy under this Agreement any claim, demand or suit shall be directed and/or asserted only against the Consultant and not against any of the Consultant's employees, officers or directors.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the date first written above.

A COMPANIE COMP	CITY OF READING:
ATTEST: DocuSigned by:	DocuSigned by:
Linda A. Kelleher CMC, City Clerk —73DE031C240D451	By: Mayor Eddie Moran
	Mayor Eddie Moran Name:
	Title: Mayor
ATTEST:	STANTEC CONSULTING SERVICES INC.:
Prd Laurda TEE6EA54AFA04EB	By: SC9A62E4339C47E
	Name: David Dixon
	Title: Vice President

Exhibit "A"

Request for Proposals Downtown Plus Strategic Plan Community Development Department City Of Reading, Pennsylvania



TABLE OF CONTENTS

Professional Services
Proposal Submission
Pre-Proposal Conference
Proposer's Clarification
Insurance
Workers' Compensation and Public Liability and Property Damage Insurance
Equal Employment Opportunity
Employment of Certain Persons Prohibited
Alternations or Modifications
Subcontracts
Right to Audit Records
Dissemination of Information
Business Privilege Tax
Permits/Licenses
Observance of Laws, Ordinances and Regulations
Withdrawal of Proposals
Proposal Rejection
Execution of Contract
Contract Termination
Background.
Plan Area
Specific Issues to be Addressed
Scope of Services
Areas of Focus
Project Deliverables
Schedule/Timeline
Submission Requirements
Objectives
Minority and Women Owned
Evaluation of Proposals
Assignment of Key Staff
Selection Committee
Questions Regarding Specifications

FORMS

Non-Collusion Affidavit Non-Discrimination Statement Non-Indebtedness

PROFESSIONAL SERVICES

The City of Reading is seeking an experienced and dynamic professional consultant team to develop a new Reading Downtown Plus Strategic Master plan. All proposals with regards to this project must be submitted via PennBid (pennbid.procureware.com) no later than **3:00 P.M.**, **prevailing time**, **on October 9**, **2020**. Proposals received after such date and time shall be null and void.

The purpose of this document is to outline the scope of work and outline the evaluation and selection process.

The City of Reading reserves the right to accept or reject any or all bids, and to accept or reject any part of a bid that may not be in the public interest.

Proposal terms, conditions, and pricing must remain fixed and firm for one hundred and twenty (120) days from receipt.

There is no expressed or implied obligation for the City of Reading to reimburse responding firms for any expenses incurred in preparing proposals in response to this RFP.

This Request for Proposals (RFP) is meant to provide information to parties interested developing a Downtown Plus Strategic Master Plan for the City of Reading. The successful responder(s) may be required to execute an Agreement with the City of Reading (herein after referred to as "City") that will govern the rights, duties, and obligations between the City and the applicant. Accordingly, the terms set forth within this RFP do not constitute any contract between the City and the responder(s), without an award of contract and approval by City Council.

PROPOSAL SUBMISSION

All proposals, including all of the required documentation, shall be uploaded to Penn Bid (pennbid.procureware.com). All required information shall be uploaded no later than 3:00 p.m., prevailing time, on October 9, 2020.

Proposals received at the Office of the Purchasing Coordinator after the hour specified will not be considered.

PRE-PROPOSAL CONFERENCE

There will be no mandatory pre-proposal meeting for this project.

PROPOSER'S CLARIFICATION

By submitting a proposal, the proposer certifies that the RFP has been fully read and that the proposer understands the proposal method and has full knowledge of the scope, nature and quality of work to be performed. Any and all questions with regards to this project shall be uploaded to Penn Bid no later than 2:00 p.m., prevailing time, on September 25, 2020. An addendum shall be issued no later than October 2, 2020.

INSURANCE

The Successful Proposer, at the time of execution of the contact, shall also furnish the City with insurance certificates of adequate limits, as later indicated, to protect the City of Reading, its agents, and employees, from any litigation involving Worker's Compensation, Public Liability and Property Damage, involved in the work. All subcontractors must also furnish copies of their liability insurance and Worker's Compensation Insurance certificates to the City. No subcontractor will be allowed to perform any work under this contract by the City unless such certificates are submitted to and approved by the City beforehand.

WORKERS' COMPENSATION AND PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE

The status of the Proposer in the work to be performed is that of any independent Proposer and as such, he shall properly safeguard against any and all injury or damage to the public, to public and private property, materials and things, and as such he alone shall be responsible for any and all damage, loss or injury to persons or property that may arise, or be incurred, in or during the conduct or progress of said work without regard to whether or not the Proposer, sub-contractors, agents, or employees have been negligent, and the Proposer shall keep the City free and discharged of and from any and all responsibility and liability therefore of any sort or kind. The Proposer shall assume all responsibility for risks or casualties of every description, for any or all damage, loss or injury to persons or property arising out of the nature of the work from the action of the elements, or from any unforeseen or unusual difficulty, including all legal defense costs incurred by the City. The Proposer shall assume and be liable for all blame and loss of whatsoever nature by reason of neglect or violation of any Federal, State, County or Local laws, regulations, or ordinances; the Proposer shall indemnify and save harmless the City from all suits or actions at law of any kind whatsoever in connection with this work and shall if required by the City, produce evidence of settlement of any such action before final payment shall be made by the City. Proposer's Liability Insurance Certificate shall include the save harmless clause and shall be filed with the City.

The Proposer shall maintain such insurance as will protect the proposer from claims under worker's compensation acts and from claims for damages because of bodily injury, including death, and property damage, which may arise from and during operations under this Contract, whether such operations be by himself, by any subcontractor or anyone directly or indirectly employed by either of them. Proposer's liability insurance shall be in the names of the Proposer and the City as their respective interests may appear. Each policy and Certificate of Insurance shall contain an endorsement naming the City of Reading as additionally insured. Certificates of such insurance shall be filed with the City.

The minimum amount of liability insurance to be maintained by the Contractor during the life of the contract shall be as follows:

Comprehensive General Liability – for bodily injury and property damage – including any liability normally covered by a general liability policy with limits of not less \$500,000 and \$250,000 per occurrence.

Professional Liability – in minimum amounts of the total amount awarded under the contract.

Prior to commencement of performance of this Agreement, Contractor shall furnish to the City a certificate of insurance evidencing all required coverage in at least the limits required herein, naming the City of Reading, its elected officials, agents, and employees as additional insureds under the Comprehensive General Liability coverage, and providing that no policies may be modified or cancelled without thirty (30) days advance written notice to the City. Such certificate shall be issued to: City of Reading, 815 Washington Street, Reading, PA 19601. All policies shall be in effect with companies holding an A.M. Best rating of "A-" or better and shall be licensed to do business in the Commonwealth of Pennsylvania. Such companies shall also be acceptable to the City.

Please forward a certificate of insurance verifying these insurance requirements.

All subcontractors performing work under this contract must furnish to the City a copy of their Certificate of Insurance for Workers" Compensation and liability for bodily injury and property damage.

EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this Contract, the Proposer agrees as follows:

The Proposer will not discriminate against any employees or applicant for employment because of race, color, religion, sex, or national origin. The Proposer will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Proposer agrees to post in conspicuous places, available to employees and applicants for employment, notices which may be provided by the City setting forth the provisions of this nondiscrimination clause.

The Proposer will, in all solicitations or advertisements for employees placed by or on behalf of the Proposer, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

In the event of the Proposer's noncompliance with the non-discrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole, or in part and the Proposer may be declared ineligible for further City contracts.

The Proposer will include the provisions of these paragraphs in every subcontract or purchase order unless exempted.

EMPLOYMENT OF CERTAIN PERSONS PROHIBITED

No person who, at the time, is serving sentence in a penal or correctional institution shall be employed on the work covered by this Contract.

ALTERATIONS OR MODIFICATIONS

This contract will be under the direct supervision of the City or its authorized representatives. Any alterations or modifications of the work performed under this contract shall be made only by written agreement between the Proposer and the City authorized representatives and shall be made prior to commencement of the altered or modified work. No claims for extra work or materials shall be allowed unless covered by written agreement.

SUBCONTRACT

The Proposer will not be allowed to subcontract work under this contract unless written approval is granted by the City. The Sub proposer, as approved, shall be bound by the conditions of the contract between the City and the Proposer. The authorization of a Sub proposer is to perform in accordance with all terms of the contract and Specifications. All required notices, work orders, directives, and requests for emergency services will be directed to the Proposer. All directions given to the Sub proposer in the field shall bind the Proposer as if the notice had been given directly to the Proposer.

RIGHT TO AUDIT RECORDS

The City shall be entitled to audit the books and records of a proposer or any sub-proposer to the extent that such books and records relate to the performance of such contract or sub-contract. Such books and records shall be maintained by the proposer for a period of three (3) years from the date of final payment under the prime contract and by the sub-proposer for a period of three (3) years from the date of final payment under the sub-contract unless a shorter period is otherwise authorized in writing.

DISSEMINATION OF INFORMATON

During the term of the resulting contract, the successful proposer may not release any information related to the services or performance of services under the contract, nor publish any report or documents relating to the City, the account or performance of services under the agreement without prior written consent of the City; and shall indemnify and hold harmless the City, its officers, agents, and employees from all liability which may be incurred by reason of dissemination, publication and distribution, or circulation, in any manner whatsoever, of any information, data, documents, or material pertaining to the City, the account or the contract by the proposer or its agents or employees.

BUSINESS PRIVILEGE TAX

The City of Reading imposes a Business Privilege License at \$55.00 per calendar year. In addition, a Business Privilege Tax is imposed at the service rate of 2-1/4 mills upon the gross receipts attributable to business conducted within the City of Reading.

PERMITS/LICENSES

The Proposer shall, at its expense, pay all fees and procure all necessary licenses and permits needed to conduct the work required under the terms of this contract. The Proposer shall give any and all necessary formal notices required in conjunction with the lawful prosecution of the work of this contract.

OBSERVANCE OF LAWS, ORDINANCES AND REGULATONS

The Proposer at all times during the term of this contract shall observe and abide by all Federal, State, and Local laws which in any way affect the conduct of the work and shall comply with all decrees and orders of courts of competent jurisdiction. The Proposer shall comply fully and completely with any and all applicable State and Federal statutes, rules and regulations as they relate to the hiring, wages, and any other applicable conditions of employment.

WITHDRAWAL OF PROPOSALS

Proposers will be given permission to withdraw any proposals after they have been received by the City's Purchasing Coordinator at his/her office, provided said request is in writing and properly signed or by telegram and is received at least two (2) hours prior to the time and date set for the opening. Request by telegram must be confirmed in writing, properly signed, which must be delivered within twenty-four (24) hours of the time and date set for the opening. No proposals may be withdrawn for a period of ninety (90) days following the formal opening and receipt of proposals by the City of Reading.

PROPOSAL REJECTION

The City of Reading reserves the right to reject any or all proposals and to accept or reject any part of any proposal. It also reserves the right to waive any technical defects or minor irregularities, which in its discretion, is in the best interest of the City.

EXECUTION OF CONTRACT

The successful Proposer shall, within ten (10) calendar days after mailing of contract documents by the City to the Principal, enter into contract with the City.

The contract, when executed, shall be deemed to include the entire agreement between the parties; the Proposer shall not base any claim for modification of the contract upon any prior representation or promise made by the representatives or the City, or other persons. All attachments are considered as part of this document.

CONTRACT TERMINATION

The City shall have the right to terminate a contract or a part thereof before the work is completed in the event:

- A. Previous unknown circumstances arise making it desirable in the public interest to void the contract.
- B. The proposer is not adequately complying with the specifications.
- C. The proposer refuses, neglects, or fails to supply properly trained or skilled supervisory personal and/or workers or proper equipment.
- D. The proposer in the judgment of the City is unnecessarily or willfully delaying the performance and completion of the work.
- E. The proposer refuses to proceed with work when and as directed by the City.
- F. The proposer abandons the work.

BACKGROUND

The City of Reading Administration, in partnership with community leaders, have established a goal for Reading to attract and retain businesses, visitors, residents, and developers. To meet that goal, we must focus on improvement of our Downtown. This project builds upon and brings together portions of former planning efforts, but most importantly will put forth a new comprehensive plan that creates a unified vision for the development and redevelopment of Reading's Downtown Plus in the near term and future.

The starting point is building a solid vision for the Downtown core, lower core, and upper core areas. To build this vision correctly, input and buy-in from citizens, business owners, property owners, government officials, alliances, parking, and improvement authorities and all other related entities and institutions involved will be key. The vision should look to build into the future and embrace our diverse culture, rich history, and unlimited capacity.

The City of Reading (City), the fifth most populous municipality in the Commonwealth of Pennsylvania, is seeking an experienced and dynamic professional consultant team to develop a new Reading Downtown Plus Strategic Master Plan. This will involve working through a collaborative effort that engages a variety of stakeholders. The process will culminate in an integrated and encompassing document that reflects the needs and desires of the community and helps the City direct future decision making as it relates to the orderly growth, revitalization and sustainable development of the Downtown Plus area, which will integrate all relevant overlays so that they are working together in a logical and productive manner. This plan will provide a framework for the development of future public policy pertaining to development, redevelopment, infrastructure improvement and expansion, street-scaping, strong business development and provision of community services.

Reading, Pennsylvania is home to several Nationally recognizable companies such as Carpenter Technology, Sweet Street Desserts, D S Smith and Reading and Reading Truck Body, to name a few. The City is the host for several colleges, a university, governmental bodies and healthcare facilities. Through multiple institutions (both academic and civic) which conduct their own long-range planning, the consulting firm shall gain access to these students, to incorporate any portions of those plans into the Downtown Plus Plan where feasible; but the Reading Downtown Plus Plan should not be solely driven by the existing plans. Our goal is to create an encompassing plan for Downtown Reading that recognizes its multifaceted and complex nature; yet takes on a whole new process of re-engineering the downtown based on a renewed vision. Thus, not being so driven by the "as-is" and more so by the "to-be" which is underlined and defined by a new vision.

PLAN AREA – See Attachment 1

Area of Focus

Existing Zoning

HARB

SPECIFIC ISSUES TO BE ADDRESSED

- **Vision statement:** A statement that provides clarity on what Downtown Reading hopes to be and where it is headed.
- **Downtown identity:** Throughout this planning effort, the City would like to identify a brand and messaging for Downtown Reading. This will be critical for marketing, signage, and presenting the area with one, unified look, feel, and voice.
- Infrastructure improvements: The Downtown infrastructure is aged and, in some cases, deteriorating. A strategic and significant infrastructure investment done in parallel with a comprehensive strategy sets the stage for private investment.
- Business attraction, retention, and Downtown housing: The City desires to attract and retain high-quality businesses, restaurants, retail, and housing to create a vibrant live, learn, work, and play environment.
- Alignment with the Reading Parking Authority: While there is ample parking in the Downtown, there is a perception that parking is limited and/or not easily accessible. Aligning revitalization efforts with the Reading Parking Authority will be critical.
- Alignment with partners: The City seeks to align with anchor institutions who may have developed their own master plans as well organizations and groups with a focus or delivery of services in the Downtown area. Special efforts will be made to work closely with the Berks County Economic Strategic Plan to coordinate development, funding, and goals.
- Financial resources: Identification of funding opportunities for plan implementation as well as business and residential incentives at the State and Federal level. This should include local funding mechanisms and tools not currently in use in the City of Reading and County of Berks.
- Event capacities / structures: Identification of targeted and/or designated event locations existing and new for annual and seasonal events of varying sizes in the Downtown Plus area of focus. Review list of existing annual events and make suggestions for new ideas and models for revitalization based on best practices across the United States.

SCOPE OF SERVICES

The plan will become an official policy document of the City of Reading. The plan will facilitate the direction, type, location, and scale of new development and associated Downtown improvements for the next ten years with a focus on achievable outcomes over the next five years. Included recommendations around infrastructure may result in substantial changes to Downtown initiatives, with a renewed focus on urban design and tactical urbanism. The plan should prescribe a realistic and timely guide for creating positive change.

The consulting firm selected for this assignment will work closely with City staff and an advisory committee to prepare the plan. The plan should examine and include best practices from communities of similar composition with thriving Downtowns. While the final scope of services will be developed in conjunction with the firm selected for this project, the following are major work components and elements expected to be provided.

AREAS OF FOCUS

Each area of focus should have a distinct strategy and funding stream where applicable to achieve the goals and to assure they are properly integrated with all the other areas of focus.

- Existing Conditions Analysis:
 - Develop an inventory and assessment of present conditions, strengths, weaknesses, and special issues facing Downtown as a means of establishing a baseline for recommendations.
 - Create inventory of vacant and occupied retail and residential spaces in the Downtown and categorize those spaces into specific retail and residential types with a plan to determine highest + best use.
 - Evaluate existing Commercial Core (C-C) zoning and Downtown boundaries for any changes and expansion opportunities.
 - Evaluate current accessibility and mobility within the Downtown and surrounding neighborhoods, trails, and surrounding municipalities. This evaluation should include variables such as traffic, walkability and parking, and should consider all transportation modes, including pedestrians, bicycles, and public transit.
 - Identify opportunity sites for large, mixed-use developments, ensuring their connectivity.
 - Provide viable options for Payment in Lieu of Tax (PILOT) for entities that are categorized Tax exempt.
- Market Analysis + Retail Action Plan:
 - o Demographic analysis.
 - Perform an analysis of and present a proposal for the appropriate and sustainable mix of office, retail, residential, hospitality, events, and other uses.
 - o Analyze opportunities for establishment of districts with the Downtown area.
 - o Identify market gaps.

- o Include analysis of the impact of future developments on existing parking facilities and the need for additional or different Downtown parking opportunities.
- Develop retail action plan tying north and south Ninth Street to commercial facilities on Penn Street.

Design

- Provide conceptual design and incorporate infrastructure design to improve and enhance public space. This should include:
 - Lighting
 - Non-vehicle-based mobility (pedestrians, bicycles, etc.)
 - Green space + greening opportunities
 - Develop electric charging station for battery-operated vehicles.
- Provide recommendations for wayfinding signage throughout the Downtown aligned with brand identity.
- o Provide concept design for trash and recycled material receptacles culminated with landscaping and public gathering centers.
- o Incorporate active landscaping design to improve stormwater management and increase shade and reduce carbon footprint.

Arts and Culture

- o Review inventory of existing public art condition and location.
- o Identify opportunities for new public art initiatives and funding streams.
- o Inventory of existing annual events both free and ticketed.
- o Identify opportunities for new community-based events in collaboration with partners.
- Attract and create opportunities for diversified artists on the various ethnicities of the City of Reading.

Public Engagement

O Work with the advisory committee to develop and implement an innovative public engagement plan utilizing traditional and non-traditional outreach methods to encourage participation from a diverse population and build consensus in the planning process. Successful consultant will take into consideration public meetings may be conducted virtually in view of the current COVID-19 pandemic.

Implementation Strategy

- Overall vision for improving Downtown Plus the plan incorporates the above listed analysis and ideas generated by public outreach efforts. The plan should establish a strategic approach and methodology to guide future development and investment in the Downtown.
- o Identify specific action items and timing for all recommendations.
- O Develop a priority and funding matrix by prioritizing short, middle, and long-term public investment for the next 5, 10, and 15 years.
- o Identify financial resources and mechanisms to fund public and private redevelopment projects in the State of Pennsylvania, including Tax Increment Financing (TIF), Public-Private Partnership (PPP) and other incentive approaches.

- o Provide master plan files, in a variety of formats, for public distribution and awareness of plan.
- Regulatory Tools and Policy Recommendations Identify City policy areas that need improvement and review City regulations that may conflict with the goals and objectives of the Downtown Strategic Master Plan. Offer recommendations that accommodate, reinforce, and encourage the type of renaissance envisioned in the plan.
- Conceptual Plans for what Downtown Plus could look like Create a series of visual renderings to illustrate this plan's vision and show what Downtown Reading could look like.

PROJECT DELIVERABLES

- Electronic data for all Geographic Information System-based mapping products must be included in either ArcGIS format, or a similar product acceptable to the City of Reading, and comply with the requirements for Contract GIS products.
- Electronic data for all designs, drawings, and plans must be submitted in the original software that they were created (such as CAD format or other similar product acceptable to the City of Reading) as well as in JPEG or GIF format.
- Pictures and photographs must be dated and captioned with the location and a brief description of the activity being documented. Electronic data for all pictures and photographs must be submitted in JPG or GIF format or other similar product acceptable to the City of Reading.

SCHEDULE / TIMELINE*

- Proposals due by 3:00 p.m., prevailing time, on October 9, 2020
- Strategic Plan Team selected
- Finalization of Scope and Contract Monday, December 14, 2020
- Project Kick-Off, Tuesday, January 5, 2021
- Virtual Progress meetings every two weeks
- Draft of Downtown Strategic Plan Friday, April 9, 2021
- Public Hearings Wednesday April 28 and May 17th "Community of the Whole meeting", Council presentation Monday, June 14th
- City Council Formal Adoption of the Downtown Strategic Plan Monday, June 28, 2021

PROFESSIONAL QUALIFICATIONS AND EXPERIENCE

- A brief description of the firm, organization structure, location of principal offices and number of professional personnel.
- A qualification summary containing a description of the firm's qualifications and the resumes of all key personnel, including all outside consultants and/or sub-contractors to be

^{*}The City of Reading reserves the right to modify the schedule as the project demands.

- employed on this project, including their longevity with their respective firms and a brief description of their roles in the project.
- The name and relevant experience of the principal in charge
- The name and relevant experience of the project manager who will have direct and continued responsibility for the project. This person will be the City's contact on all matters dealing with the project and will handle all day-to-day activities from project initiation to completion.
- Five (5) project examples of successful master plan projects of similar scope and demands, completed by the firm or team, to include examples from outside consultants and/or subcontractors on the team. Preference will be given to plans completed within the last five years.

OBJECTIVES

- The City of Reading desires to attract and retain businesses, workforce, residents and visitors to Downtown which reflects Reading's strengths and future potential.
- The City of Reading seeks to create a brand identity unique to the City and its Downtown.
- The City of Reading desires a new Downtown strategic master plan that will continue the right blend of redevelopment for Downtown Reading.
- Downtown Reading's new strategic master plan will disclose a unified vision and will include a comprehensive strategic implementation strategy to ensure the continued development and redevelopment of Downtown Reading, as well as good quality, mixed-use design. The master plan will be a frequently referenced document by the community and will serve as a policy guide in decision-making.
- The planning process will build consensus from a variety of engaged stakeholders, including property owners, residents, businesses, developers, philanthropies, and elected officials.

Minority and Woman Enterprise Participation and Participation By Labor Surplus Area and Section 3 Firms.

If the individual, firm or organization qualifies under any of these five categories, the individual, firm or organization shall set forth the basis so that the City of Reading can determine which categories (s) are applicable.

Minority owned business firm Woman owned business firm Labor surplus area business firm Section 3 business firm

EVALUATION OF PROPOSALS

The City of Reading will evaluate each written proposal, determine whether oral discussions with the individuals, firms or organizations are necessary, then based on the content of the written

proposal and any oral discussions, select the best qualified for the assignment and which is most advantageous to the City of Reading, price and all other factors considered.

The Offeror must ensure that employees and applicants for employment are not discriminated against because of their race, color, religion, sex, national origin, disability, or familial status and those requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, are met.

All successful bidders must meet the terms and conditions of:

- · 24 CFR Part 85
- OMB Circular A-87
- Section 3 of the Intergovernmental Cooperation Act of 1968
- · Section 109 of the Housing Act of 1974
- · Title VI of the Civil Rights Act
 - Executive Order 11246, Equal Employment Opportunity, if the Contract exceeds \$10,000.
- · The Fair Housing Act, as amended.
- Any program regulations about Conflict of Interest.
- · Federal Access to Records.
- Executive Order 11625 and section 504 of the Rehabilitation Act of 1973.
- The American Disabilities Act 1990

ASSIGNMENT OF KEY STAFF

The key member(s) of the contract identified must be assigned to the contract and must remain assigned to the contract for its duration, unless the City agrees in writing to modify the assignment. If a key member leaves during the course of the contract, the City must be notified immediately, and the contractor must submit the replacements name and credentials for approval by the City prior to that person starting work on the contract.

SELECTION COMMITTEE AND PROCEDURE FOR REVIEW OF PROPOSALS

A Selection Committee will be established to review and evaluate all proposals submitted in response to this Request for Proposals (RFP). The Committee shall conduct a preliminary evaluation of all proposals based on the information provided. The Committee will first review each proposal for compliance with the minimum qualifications and mandatory requirements of the RFP. Failure to comply with any mandatory requirements may disqualify a proposal.

The City reserves the right to reject any and all proposals and to waive minor irregularities. The City further reserves the right to seek new proposals when such a procedure is reasonably in the best interest of the City to do so.

City will consider such factors as:

- Financial Stability;
- Capability of the Firm;
- Experience of Firm;
- The Firm's total years of operation;

- The Firm's relevant certification(s) and experience;
- The Firm's comparable contracts with other municipalities;
- The Firm's adherence to the bid process and specifications.
- MBE/WBE

QUESTIONS REGARDING SPECIFICATIONS OR PROPOSAL PROCESS

To ensure fair consideration for all proposers, the City prohibits communication to or with any department director, division manager or employee during the submission process with the exception of those questions relative to interpretation of specifications or the proposal process. No interpretations of the meaning of the RFP documents will be made to any bidder orally. Every request for such interpretation shall be in writing to the City of Reading Purchasing Office, and to be given consideration must be received in writing prior to 2:00 p.m., prevailing time on September 25, 2020.

Any and all questions must be sent via the PennBid website (pennbid.procureware.com).

Any and all such interpretation will be in the form of an Addendum to the Contract Documents and will be issued to all prospective proposers no later than October 2, 2020.

Additionally, the City prohibits communications initiated by a proposer to any City Official or employee evaluating or considering the proposals prior to the time an award decision has been made. Any and all communication must be directed strictly through the Purchasing Office via PennBid. The Purchasing Office shall communicate any questions or request for clarifications from the bidders to the necessary City officials and parties. Any response shall be made through the issuance of an addendum published on the City's website and disseminated through PennBid.

Any communication between proposer and the City will be initiated by the appropriate City Official or employee in order to obtain information or clarification needed to develop a proper, accurate evaluation of the proposal. Such communications initiated by a proposer may be grounds for disqualifying the offending proposer from consideration for award of the proposal and/or any future proposal.

NON-COLLUSION AFFIDAVIT

INSTRUCTIONS FOR NON-COLLUSION AFFIDAVIT

This Non-Collusion Affidavit is material to any contract pursuant to this bid. According to the Pennsylvania Antibid-Rigging Act, 73 P.S. 1611 <u>et seq.</u>, governmental agencies may require Non-Collusion Affidavits to be submitted together with proposals.

This Non-Collusion affidavit must be executed by the member, officer, or employee of the proposer who is authorized to legally bind the proposer.

Bid/Proposal rigging and other efforts to restrain competition, and the making of false sworn statements in connection with the submission of proposals are unlawful and may be subject to criminal prosecution. The person who signs the Affidavit should examine it carefully before signing and assure himself or herself that each statement is true and accurate, making diligent inquiry, as necessary, of all other persons employed by or associated with the proposer with responsibilities for the preparation, approval, or submission of the bid.

In the case of a proposal submitted by a joint venture, each party to the venture must be identified in the proposal documents, and an Affidavit must be submitted separately on behalf of each party.

The term "complementary bid/proposal" as used in the Affidavit has the meaning commonly associated with that term in the RFP process, and includes the knowing submission of proposals higher than the proposal of another firm, any intentionally high or noncompetitive proposal, and any form of proposal submitted for the purpose of giving a false appearance of competition.

Failure to file an Affidavit in compliance with these instructions will result in disqualification of the proposal.

NON-COLLUSION AFFIDAVIT

State of	
County of	
that	, being first duly sworn, deposes and says
He/She is	of the Proposer that
has submitted the attached	Proposal;
(Owner, Partn	, Officer, Representative or Agent)

Submitted the attached proposal and He/She is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;

Such Proposal is genuine and is not a collusive or sham Proposal;

Neither the said Proposer nor any of its officers; partners, owners, agents, representatives, employees or parties in interest, including this affidavit, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Proposer, firm or person to submit a collusive or sham Proposal in connection with the Contract for which the attached Proposal is submitted or to refrain from submitting in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication of conference with any other Proposer, firm or person to fix the price or prices in the attached Proposal or of any other Proposer, or to fix any overhead, profit or cost element of the Proposal price or the Proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Reading or any person interested in the proposed Contract;

The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affidavit; and,

Neither the said Proposer nor any of its officers, partners, owners, agents or parties in interest, have any interest, present or prospective, that can be reasonably construed to result in a conflict of interest between them and the City of Reading, which the Proposer will be required to perform.

I state that	understands
(Nan	ne of Firm)
by the City of Reading in awarding understand and my firm understand	presentations are material and important, and will be relied on g the Contract(s) for which this Bid is submitted. I ls that any misstatement in this Affidavit is and shall be som the City of Reading of the true facts relating to the .
	(Name and Company Position)
SWORN TO AND SUBSCRIBED	
BEFORE ME THISDAY	
OF, 20	
	My Commission Expires:
Notary Public	·

NON DISCRIMINATION STATEMENT

The undersigned hereby certifies that it shall not discrifor employment because of race, color, religion, sex, h. The undersigned shall take affirmative action to insure employed, and that employees are treated during employer, religion, sex, handicap, familial status, or nation	andicap, familial status, or national origin that applicants for employment are loyment, without regard to their race,
BIDDER	
TITLE	

PROVIDER'S CERTIFICATION OF NON-INDEBTEDNESS TO THE CITY OF READING

Provider hereby certifies and represents that Provider and Provider's parent company(ies) and subsidiary(ies) are not currently indebted to the City of Reading (the "City"), and will not at any time during the term of this Contract (including any extensions or renewals thereof) be indebted to the City, for or on account of any delinquent taxes, liens, judgments, fees or other debts for which no written agreement or payment plan satisfactory to the City has been established. In addition to any other rights or remedies available to the City at law or in equity, Provider acknowledges that any breach or failure to conform to this certification may, at the option of the City, result in the withholding of payments otherwise due to Provider and, if such breach or failure is not resolved to the City's satisfaction within a reasonable time frame specified by the City in writing, may result in the offset of any such indebtedness against said payments and/or the termination of this Contract for default (in which case Provider shall be liable for all excess costs and other damages resulting from the termination).

N	Name of Provider
By: _	
A	Authorized Signatory
Title:	
	President or Vice President
Attest	•

ATTACHMENT 1

MAP

CERTIFICATE OF ACKNOWLEDGMENT OF RECEIPT OF ADDENDUM

THE CITY OF READING

ADDENDUM NO.1 RFP: Downtown Plus Strategic Master Plan

Project

DUE DATE: October 9, 2020

3:00 P.M. Prevailing Time

NOTICE

This addendum must be signed, attached to, and returned with your proposal to the City of Reading by the time and date indicated ABOVE:

All proposers must be aware that the plan's funding source is CDBG-CV (Cares Act). The selected firm must prepare the entire plan in compliance with the funding source requirements. The entire plan must clearly demonstrate how the City can prepare, prevent, and respond to the health and economic impacts of COVID-19.

The following document Professional Services Contract Appendix is part of the contract documents:

City of Reading Community Development Block Grant Professional Services Contract Appendix

1. Environmental Mitigation Measures

The professional services provider will design the project to comply with mitigation measures as established and identified in the CDBG environmental review completed in accordance with 24 CFR Part 58.

2. Section 3 of the Housing and Urban Development Act of 1968

The professional services provider will ensure that, to the greatest extent feasible, opportunities for training and employment arising in connection with this CDBG assisted project will be extended to lower income project area residents. Further, the consultant will, to the greatest extent feasible, utilize business concerns located in or substantially owned by residents of the project area in the award of contracts and purchase of services and supplies.

3. Clean Air and Water (contracts in excess of \$100,000)

The professional services provider shall comply with applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 USC 1857h-4 transferred to 42 USC 7607), section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).

4. Energy Efficiency

The professional services provider shall comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94 163 codified at 42 USCA 6321 et. seq.).

5. **Minority Business Enterprise**

Consistent with the provisions of Executive Order 11246 and OMB Super Circular 2 Part 200, the professional services provider will take affirmative steps to ensure minority businesses are used when possible as sources of supplies, equipment, and construction and services. Additionally, the professional services provider must document all affirmative steps taken to solicit minority businesses and forward this documentation along with the names of the minority sub-contractors and suppliers to the City of Reading, Pennsylvania upon request.

6. **Ownership of Document**

All drawings, specifications, studies, and other material prepared under this contract shall be the property of the City of Reading, Pennsylvania and at the termination or completion of the professional services provider services shall be promptly delivered to the City of Reading, Pennsylvania. The professional services provider shall have no claim for further employment or additional compensation as a result of exercise by the City of Reading, Pennsylvania of its full rights of ownership. It is understood, however, that the professional services provider does not represent such data to be suitable for re-use on any other project or for any other purpose. If the City of Reading, Pennsylvania re-uses the subject data without the professional services provider written verification, such reuse will be at the sole risk of the City of Reading, Pennsylvania without liability to the professional services provider.

7. **Debarment**

The professional services provider by executing this contact certifies that neither it nor any firm, corporation, partnership or association in which it has a substantial interest is designated as an ineligible firm by the Comptroller General of the United States pursuant to Section 5.6(b) of the Regulations of the Secretary of Labor, Part 5 (29 CFR, Part 5).

8. **Reports and Information**

The professional services provider will maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to this contract and such other records as may be deemed necessary by the City of Reading, Pennsylvania to ensure proper accounting for all project funds, both federal and non-federal shares. These records will be made available for audit purposes to the City of Reading, Pennsylvania or its authorized representative, and will be retained for five (5) years after the expiration of this contract.

9. Access to Records

It is expressly understood that the professional services provider records relating to this contract will be available during normal business hours for inspection by representatives of the City of Reading, Pennsylvania and U.S. Department of Housing and Urban Development.

10. Employee-Employer Relationship

The contracting parties warrant by their signature that no employer-employee relationship is established between the professional services provider and the City of Reading, Pennsylvania by the terms of this

contract. It is understood by the parties hereto that the is an independent contractor and as such neither it nor its employees, if any, are employees of the City of Reading, Pennsylvania for purposes of tax, retirement system or social security (FICA) withholding.

11. **Conflict of Interest**

The professional services provider warrants that it presently has no interest and will not acquire any interest, direct or indirect, in the CDBG project that would conflict in any manner or degree with the performance of its services hereunder. The professional services provider further covenants that, in performing this contract, it will employ no person who has any such interest.

12. Modification and Assignability of Contract

This contract contains the entire agreement between the parties, and no statements, promises or inducements made by either party or agents of either party, that are not contained in the written contract, are valid or binding. This contract may not be enlarged, modified or altered except upon written agreement. The professional services provider may not sub-contract or assign its rights (including right to compensation) or duties arising hereunder without the prior written consent of the City of Reading, Pennsylvania. Any sub-contractor or assignee will be bound by all of the terms and conditions of the Agreement.

13. Section 109 of the Housing and Community Development Act of 1974

The professional services provider will comply with the following provision: No person in the United States may, on the grounds of race, color, national origin or sex, be excluded from participation in, be denied the benefits of or be subjected to, discrimination under any program or activity funded in whole or in part, with the funds made available under this title. Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975 or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973 will also apply to any such program or activity.

14. **Nondiscrimination**

The professional services provider will not discriminate against any employee or applicant for employment on the basis of race, color, religion, creed, political ideas, gender, age, marital status, physical or mental handicap or national origin.

15. Procurement of recovered materials

Pursuant to 2 CFR Part 200.322 the professional services provider shall comply with applicable standards, orders, or requirements issued under section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

- Q1. Can you provide an estimated value on this project?
- A1. The City of Reading is attempting to transform the core of our downtown area and also supplement the extended area. Understanding the scope of this project it is expected to cost as much as \$300,000. City will evaluate received and qualified proposals based on best value presented. That is to say, credentials, similar work related experience and timely delivery will be factored, in the selection process. The City budget for the Downton Plus strategic development is based on competitive and substantive proposals received.
- Q2. DBE was indicated as part of the selection criteria, but is there a specific percentage set aside for DBE firms?
- A2. DBE participation should be a minimum of 20% or more.
- Q3. This effort will require a great deal of coordination with numerous stakeholders, both public and private, yet the schedule is only four (4) months from NTP to the draft report. Is there any flexibility in the schedule?
- A3. Yes there will be some flexibility; yet the goal is to be deliberate and aggressive in the completion of the plan. Qualified vendors will provide a schedule of tasks which will be evaluated as an essential component for the delivery of a successful study.
- Q4. What is the funding source for this effort and what is the expected budget allocation?
- A4. City of Reading, utilizing multiple sources.
- Q5. Will this plan be coordinated with the ongoing Berks County Economic Development Plan? What type and level of coordination is anticipated?
- A5. Yes, the City is an essential partner of a Study Berks County is developing for 2030.
- Q6. Does the City have a not to exceed or approximate budget for these services?
- A6. Yes. Please refer to the answer to question No. 1 that details the process through which Best Value selection will be implemented.
- Q7. What is the budget for professional services?
- A7. Please refer to question 1.
- Q8. Is this a grant funded project?
- A8. No

- Q9. Does the City have an existing inventory of public art?
- A9. Yes, the inventory will be shared with selected Vendor
- Q10. Does the plan require any detailed traffic or parking studies, or is the analysis "high level" to discover patterns and context?
- A10. No. The City is in the process of launching an independent Comprehensive parking study. Selected Vendor will be privy to the study. The vendors' participation for traffic and parking will include coordination with Parking Study Vendor.
- Q11. Does the City desire/branding for signage and wayfinding as part of this plan, or is the intent to develop the potential locations for signage and way finding.
- A11. The intent is to propose potential locations for signage and way finding.
- Q12. Does the City have existing GIS mapping data and will it be made available to the selected consultant?
- A12. Yes. GIS mapping will be made available to selected Vendor
- Q13. No other reference to submitting a cost proposal appears to be referenced outside of a price effectiveness period. Do you require a work scope and budget at this stage or are you requesting qualifications alone per section entitled Professional Qualifications and Experience?
- A13. Qualified Vendor will provide description of every task given in the scope of work, allotted hours for each task and cost for specific tasks. The RFP is designed to produce interest from qualified vendors whom are capable of delivering this study within specific time.
- Q14. Do you require a notary for the affidavit given constraints posed by COVID-19?
- A14. This would not be necessary so long an authorized responsible party signs the proposal.
- Q15. Do you have a specific outline, page limit and/or preferred format for the response?
- A15. Vendors will limit their scope of work to ten (10) pages single line. The statement of qualifications as well as resumes can be provided through FTP link. In addition to any other necessary information. Vendor will provide access the link in their scope of work. Please note FTP link will remain valid through the duration of the project and/or until vendor receives a letter from Purchasing Department to inform the vendor otherwise.

Q16.	How much emphasis do you anticipate giving a retail strategy that emphasizes local retail attraction, retention and growth?
A16.	The Downtown plus encompasses several zoning districts which some are considered historic. Accordingly, the vendor, based on their relevant experience in other cities, will develop strategies to embrace local retailers, attract regional and national and commercial retailers, and develop plans for repurposing on high density areas to support growth in commercial corridors.
Q17.	Has a budget for the work been determined?
A17.	Please refer to question 1
Q18.	What market data is currently available from the Municipality? Or would it be preferable to have no data from CoStars or similar sources utilized?
A18.	Qualified Vendor will rely on their current market data and will provide compelling support which will indicate such market data will be successful within the City of Reading.
•	CERTIFY THAT THE CHANGES COVERED BY THIS ADDENDUM HAVE BEEN O ACCOUNT.
Firm Name (7	Type or Print)
Authorized Si	ignature

Name (Type or Print)____

Date

CERTIFICATE OF ACKNOWLEDGMENT OF RECEIPT OF ADDENDUM

THE CITY OF READING

<u>ADDENDUM NO.2</u> <u>RFP</u>: Downtown Plus Strategic Master Plan

Project

DUE DATE: October 9, 2020

3:00 P.M. Prevailing Time

NOTICE

This addendum must be signed, attached to, and returned with your proposal to the City of Reading by the time and date indicated ABOVE:

All proposers must be aware that the plan's funding source is CDBG-CV (Cares Act). The selected firm must prepare the entire plan in compliance with the funding source requirements. The entire plan must clearly demonstrate how the City can prepare, prevent, and respond to the health and economic impacts of COVID-19.

The following document Professional Services Contract Appendix is part of the contract documents:

City of Reading Community Development Block Grant Professional Services Contract Appendix

1. Environmental Mitigation Measures

The professional services provider will design the project to comply with mitigation measures as established and identified in the CDBG environmental review completed in accordance with 24 CFR Part 58.

2. Section 3 of the Housing and Urban Development Act of 1968

The professional services provider will ensure that, to the greatest extent feasible, opportunities for training and employment arising in connection with this CDBG assisted project will be extended to lower income project area residents. Further, the consultant will, to the greatest extent feasible, utilize business concerns located in or substantially owned by residents of the project area in the award of contracts and purchase of services and supplies.

3. Clean Air and Water (contracts in excess of \$100,000)

The professional services provider shall comply with applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 USC 1857h-4 transferred to 42 USC 7607), section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).

4. Energy Efficiency

The professional services provider shall comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94 163 codified at 42 USCA 6321 et. seq.).

5. **Minority Business Enterprise**

Consistent with the provisions of Executive Order 11246 and OMB Super Circular 2 Part 200, the professional services provider will take affirmative steps to ensure minority businesses are used when possible as sources of supplies, equipment, and construction and services. Additionally, the professional services provider must document all affirmative steps taken to solicit minority businesses and forward this documentation along with the names of the minority sub-contractors and suppliers to the City of Reading, Pennsylvania upon request.

6. **Ownership of Document**

All drawings, specifications, studies, and other material prepared under this contract shall be the property of the City of Reading, Pennsylvania and at the termination or completion of the professional services provider services shall be promptly delivered to the City of Reading, Pennsylvania. The professional services provider shall have no claim for further employment or additional compensation as a result of exercise by the City of Reading, Pennsylvania of its full rights of ownership. It is understood, however, that the professional services provider does not represent such data to be suitable for re-use on any other project or for any other purpose. If the City of Reading, Pennsylvania re-uses the subject data without the professional services provider written verification, such reuse will be at the sole risk of the City of Reading, Pennsylvania without liability to the professional services provider.

7. **Debarment**

The professional services provider by executing this contact certifies that neither it nor any firm, corporation, partnership or association in which it has a substantial interest is designated as an ineligible firm by the Comptroller General of the United States pursuant to Section 5.6(b) of the Regulations of the Secretary of Labor, Part 5 (29 CFR, Part 5).

8. **Reports and Information**

The professional services provider will maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to this contract and such other records as may be deemed necessary by the City of Reading, Pennsylvania to ensure proper accounting for all project funds, both federal and non-federal shares. These records will be made available for audit purposes to the City of Reading, Pennsylvania or its authorized representative, and will be retained for five (5) years after the expiration of this contract.

9. Access to Records

It is expressly understood that the professional services provider records relating to this contract will be available during normal business hours for inspection by representatives of the City of Reading, Pennsylvania and U.S. Department of Housing and Urban Development.

10. Employee-Employer Relationship

The contracting parties warrant by their signature that no employer-employee relationship is established

between the The professional services provider and the City of Reading, Pennsylvania by the terms of this contract. It is understood by the parties hereto that the is an independent contractor and as such neither it nor its employees, if any, are employees of the City of Reading, Pennsylvania for purposes of tax, retirement system or social security (FICA) withholding.

11. **Conflict of Interest**

The professional services provider warrants that it presently has no interest and will not acquire any interest, direct or indirect, in the CDBG project that would conflict in any manner or degree with the performance of its services hereunder. The professional services provider further covenants that, in performing this contract, it will employ no person who has any such interest.

12. Modification and Assignability of Contract

This contract contains the entire agreement between the parties, and no statements, promises or inducements made by either party or agents of either party, that are not contained in the written contract, are valid or binding. This contract may not be enlarged, modified or altered except upon written agreement. The professional services provider may not sub-contract or assign its rights (including right to compensation) or duties arising hereunder without the prior written consent of the City of Reading, Pennsylvania. Any sub-contractor or assignee will be bound by all of the terms and conditions of the Agreement.

13. Section 109 of the Housing and Community Development Act of 1974

The professional services provider will comply with the following provision: No person in the United States may, on the grounds of race, color, national origin or sex, be excluded from participation in, be denied the benefits of or be subjected to, discrimination under any program or activity funded in whole or in part, with the funds made available under this title. Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975 or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973 will also apply to any such program or activity.

14. **Nondiscrimination**

The professional services provider will not discriminate against any employee or applicant for employment on the basis of race, color, religion, creed, political ideas, gender, age, marital status, physical or mental handicap or national origin.

15. Procurement of recovered materials

Pursuant to 2 CFR Part 200.322 the professional services provider shall comply with applicable standards, orders, or requirements issued under section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

- Q1. Is there a set budget or expected fee range for the project? 2) What factors are influencing the proposed schedule?
- A1. This question is answered in addendum No. 1 under question No. 1 and question No. 3
- Q2. What is driving the project timeline? Is there flexibility if the City, advisory committee, and consultant team determine that the public engagement process requires more time?
- A2. Please refer to Addendum No. 1 question No. 3
- Q3. Will public participation entail providing materials and presentations in Spanish as well as English? Will the City provide translation services or do we need to build this into our project budget?
- A3. Preferably the presentation will include materials in Spanish. The City will provide personnel in Community Development Department who are capable of translating to Spanish.
- Q4. Does the City already have a foundation for the public art inventory (a list of works, artists, dates, materials, and location), or will the consultant team first need to build the inventory and then provide an assessment of condition?
- A4. Please refer to Addendum No. 1 question No. 9.

I, HEREBY	CERTIFY	THAT	THE	CHANGES	COVERED	BY	THIS	ADDENDUM	I HAVE	BEEN
TAKEN IN	TO ACCOU	JNT.								

Firm Name (Type or Print)
Authorized Signature
Title
Name (Type or Print)
Date

CERTIFICATE OF ACKNOWLEDGMENT OF RECEIPT OF ADDENDUM

THE CITY OF READING

ADDENDUM NO.3	<u>RFP</u> :	Project Project	
	<u>DUE DATE</u> :	October 9, 2020 3:00 P.M. Prevailing Time	
	NOTICE		
This addendum must be signed, attac by the time and date indicated ABO		l with your proposal to the City of Reading	1
All of the information requested for this site.	is project should be up	loaded to the Penn Bid site and NOT an FTP	,
I, HEREBY CERTIFY THAT THE TAKEN INTO ACCOUNT.	CHANGES COVERI	ED BY THIS ADDENDUM HAVE BEEN	
Firm Name (Type or Print)			
Authorized Signature			
Title			
Name (Type or Print)			
Date			

CITY OF READING, PENNSYLVANIA REQUEST FOR PROPOSALS

DONNITONN PLSSTER PLAN

October 9, 2020





TABLE OF CONTENTS

COVER LETTER / EXECUTIVE SUMMARY	i-ii
FIRM EXPERIENCE + QUALIFICATIONS	1-43
Who We Are	3
Business Organization + Credentials	5
Previous Experience + Projects	33
References	41
METHODOLOGY	45-56
Proposed Approach	47
Project Management Approach	56
TIMELINE	57-59
FORMS	61-67
ADDENDA	69-82
COST	83-85





October 9, 2020

CITY OF READING COMMUNITY DEVELOPMENT DEPARTMENT

815 Washington Street Reading, PA 19601

STANTEC CONSULTING SERVICES INC.

1500 Spring Garden St., Ste. 1100 Philadelphia, PA 19130

3001 Washington Blvd., #500 Arlington VA 22201

226 Causeway St., 6th Floor Boston MA 02114

229 Peachtree St. NE, #1900 Atlanta GA 30303

RE: REQUEST FOR PROPOSALS - DOWNTOWN PLUS STRATEGIC MASTER PLAN

To the Members of the Selection Committee:

On behalf of our entire Stantec's Urban Places team, we are pleased and excited to submit this proposal to the City of Reading's Community Development Department to prepare the Downtown Plus Strategic Master Plan. We look forward to being your active partners in planning and in conducting an intensive stakeholder engagement process to guide the downtown's ongoing revival during a decade of unprecedented change. Over this decade, downtown will matter ever more as an engine for economic opportunity, equity, and inclusivity for the entire city and the region is anchors.

It would be irresponsible to write this letter without acknowledging the global pandemic that envelops all our communities today. COVID-19 has generated significant uncertainty about the pace of change, accelerating some trends and slowing others. It has also challenged the confidence that many have in their downtowns—and in the future of many of the businesses that make Downtown Reading distinctive and bring it to life. However, this said, the fundamental demographic, economic and technological dynamics that offer so much opportunity to downtowns in communities large and small remain firmly in place over the next decade—and the decade to follow:

- + Tectonic demographic shifts that are dramatically reshaping housing demand. More than 80% of net new households in eastern Pennsylvania will be singles and couples—producing the most "urban" housing market in US history. But urban does necessarily mean big city—this is a market that is already demonstrating growing demand for walkable, amenitized downtowns and nearby neighborhoods in major cities, smaller cities, and suburbs alike.
- + A knowledge economy that is increasingly dominating economic growth and which is following its increasingly scarce "natural resource"—talent—to these same urban environments in communities large and small—and it should be noted generating a wide spectrum of new jobs.
- + Emerging mobility innovations—particularly the advent of connected, followed by autonomous, mobility over the next two decades—that will accentuate the impacts of these trends…and provide increasingly convenient and ultimately lower cost connections to New York and Philadelphia.

With thoughtful and strategic planning, Downtown Reading is relatively well positioned to take advantage of these trends as we all emerge from the pandemic's shadow. Downtown's visible history, walkable scale, cultural facilities, rich mix of amenities found along segments of the Penn Corridor and nearby streets, proximity to roughly eight thousand students, and similar strengths can enable it to flourish over the decades ahead. To this list we would add Downtown's proximity to two centers of North America's fast-growing innovation economy and the ability to support a lively, walkable, community-rich environment easily accessible from major transportation corridors.

The keys to success will be a compelling vision, achievable implementation strategies, and widespread community understanding and the resulting political will to move forward—all supported by a team that "connects the dots"—integrate perspectives shaped by market analysis, planning and urban design, real estate development, public/private partnerships, equity, economic development, mobility, public realm, arts and culture, resiliency, and similar issues to craft an integrated, holistic plan and closely related set of implementation strategies.

We have proposed a team and a process structured to partner with you and your stakeholders in connecting these dots.



Project Principal David Dixon and Project Manager Paul Vernon bring extensive experience in unlocking similar opportunities for downtowns in communities large and small. David is Stantec's Urban Places Fellow, and Paul heads our planning and urban design practice in Philadelphia. We will lead the team and be extensively involved in every aspect of the work. We have invited a team of colleagues who bring the skills, experience, and perspective essential to achieving Downtown Reading's full promise. We have organized the team into three core working groups, who together help us craft and implement and a compelling and achievable vision:

- + Planning and urban design, led by Jeff Sauser, who brings extensive national experience in leading interdisciplinary teams in downtown planning and redevelopment—for both the public and private sectors. Jeff will help us integrate the work of leading professionals who bring expertise in critical dimensions of downtown revival: urban, landscape, and public realm design; design guidelines; historic preservation; mobility and parking; mobility innovations; arts and culture; and resilience.
- + Development analysis + implementation, led by Sarah Woodworth and Larisa Ortiz. Together bring national leadership in assessing market potential for downtown housing, retail, jobs-related, and other uses and creating innovative—and highly effective—public/private partnership and other implementation strategies to unlock this potential. In particular, Lariza Ortiz, who brings significant relevant experience, will lead preparation of a Downtown Retail Strategy. Sarah and Larisa will work closely with Marc Norman who will specifically address housing affordability and equity including workforce readiness and job training.
- Public engagement, led by Amanda Morrell, will involve a mix of in-place and virtual tools to ensure that every member of the team and the fully community are in direct communication. Amanda brings particular expertise in a wide range of virtual engagement tools. Our engagement process will stress mutual education so that we and the community can be fully informed participants in every stage of the process. We will provide other language support as required through Rosales Communications. Amanda will work closely with David, Paul and our working group leaders to ensure that the process will be fully effective in building widespread understanding and political support for both the plan and the necessary implementation tools.

We have reviewed your proposed RFP/contract terms and believe that should we be selected for this assignment, we will be able to conclude a mutually satisfactory contract with you.

As we are all aware, we are working in unprecedented times as a result of the COVID-19 pandemic. The situation is fluid. Our proposal is based on our understanding of performing these services in current conditions. As the nature and extent of the impacts due to this outbreak cannot be fully identified or quantified at this time, we feel it would be prudent to submit this proposal based on current conditions, without accounting for possible worsening impacts that might occur as the outbreak develops further, and to discuss with you once we are able to evaluate the impacts and to work collaboratively with you on a path forward. We would be pleased to have a further discussion with you to share our respective plans and efforts to help mitigate the impact of this evolving situation on your proposed project.

We hope our proposal captures the spirit as well as the letter of this landmark project. We look forward to being your partners.

Sincerely,

David Dixon FAIA

Urban Places Fellow, Vice President/Principal-in-Charge 617-654-6069 | david.dixon@stantec.com 226 Causeway Street, 6th Floor

Boston, MA 02114

Paul Vernon AIA

Senior Urban Designer/Project Manager 215-665-7006 | paul.vernon@stantec.com 1500 Spring Garden Street, Suite 1100 Philadelphia, PA 19130







EXPERIENCE + QUALIFICATIONS

FIRM HIGHLIGHTS

BUSINESS STATUS

Established in 1954

PRIMARY CONTACT

Paul Vernon, AIA Project Manager + Sr. Urban Designer 215-665-7006 paul.vernon@stantec.com

LEAD OFFICE

1500 Spring Garden Street, Suite 1100 Philadelphia, PA 19130

STATE OF INCORPORATION

New York

OWNERSHIP TYPE AND PARENT COMPANY AND SUBSIDIARIES, IF ANY

Corporation
Parent company: Stantec Inc.

STAFFING RESOURCES

Stantec's Urban Places: 40+ Company-wide Full-time: 22,000

Who We Are: Stantec's Urban Places

Bringing together global experts in planning and urban design, real estate feasibility, mixed-use and brownfield redevelopment, smart mobility, resilience, and smart cities, our Urban Places team is uniquely positioned to provide our clients innovative and creative plans and designs from a cohesive, focused team.

The urban designers and planners on our team have conducted more than 75 urban core master plans and related redevelopment projects within their collective careers.

We have experience building consensus in complex planning environments and with diverse communities. Our work has been recognized by multiple national, regional, and state awards from organizations such as, the American Planning Association, Congress for the New Urbanism, and American Institute of Architects. And perhaps most noteworthy our work gets implemented.

Our work takes us all over North America, and Reading is a city we see great opportunity within. We welcome the opportunity to align our team with the City and support a master planning process for your downtown that aims for data driven growth, maintains the City's authenticity, and responds to local need and aspirations for a vibrant future.

Business Organization + Credentials

The Stantec community unites more than 22,000 employees working in over 350 locations across 6 continents. We collaborate across disciplines and industries to bring buildings, energy and resource, and infrastructure projects to life. Our work—professional consulting in planning, engineering, architecture, interior design, landscape architecture, surveying, environmental sciences, project management, and project economics—begins at the intersection of community, creativity, and client relationships.

Since 1954, our local strength, knowledge, and relationships, coupled with our world-class expertise, have allowed us to go anywhere to meet our clients' needs in more creative and personalized ways. With a long-term commitment to the people and places we serve, Stantec has the unique ability to connect to projects on a personal level and advance the quality of life in communities across the globe.

BUSINESS STRUCTURE

As a global firm, we work across multiple sectors and marketplaces and are structured across five (5) core business lines to best serve the communities in which we work. In lieu of a corporate organization chart, our business lines and relevant sub-sectors are summarized in the below structure (organized alphabetically by tier).

Principal-in-Charge David Dixon is a co-founder of our Stantec's Urban Places initiative and works to deliver on its mission to help communities achieve more equitable, walkable, and economically vibrant place in which people can live, work, and thrive.

Project Team Members

We have built our team around your specific goals and requirements as well as in response to the project's broader opportunities and challenges. Our proposed Organization Chart demonstrates how we will support an efficient and cohesive project delivery model. At Stantec, we treat our clients as partners. We believe in providing our partners with sound project management, communication, and technical expertise. Done right, our team will perform at a level greater than the sum of its parts.

From the start, we will work together to establish structures and protocols that support successful project execution, including regular conference calls, ongoing communication between defined primary points of contact, clear milestones and deliverable due dates, and shared messaging internally and with the public.

CORE TEAM LEADERSHIP

Through the leadership of David and **Project Manager Paul Vernon**, we will provide comprehensive direction and management, coordinating the three core working groups of our team to operate and collaborate seamlessly.

CORE WORKING GROUPS

As described in our cover letter/executive summary, our interdisciplinary team will collaborate across three working groups, including:

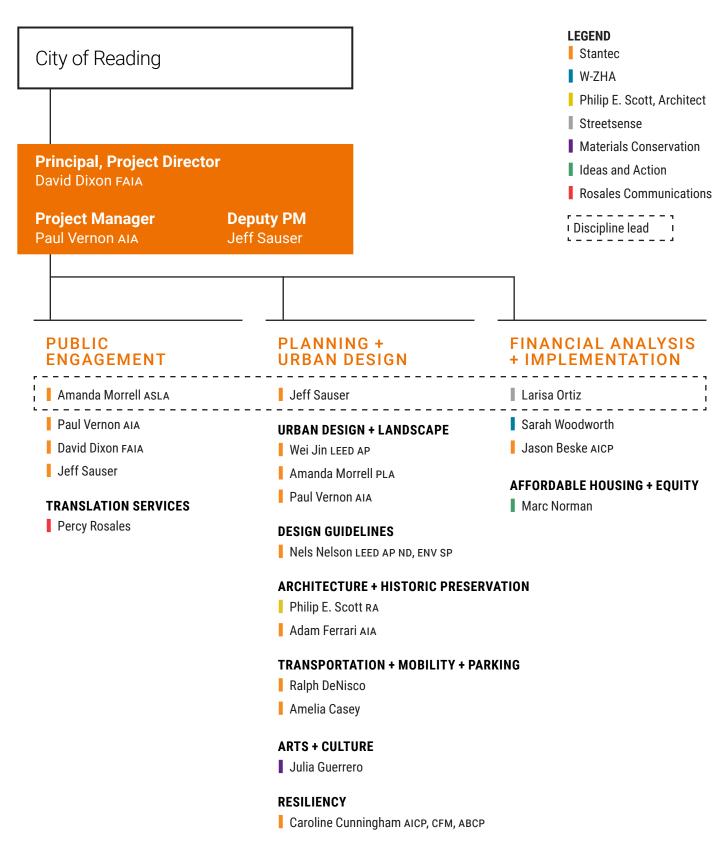
- + Planning and urban design. This pillar encompasses such critical sub-services that we have strategically aligned Discipline Lead Jeff Sauser as Deputy Project Manager alongside our team leadership. Jeff will work closely with Paul throughout the project duration. Foundational to this master plan, each sub-discipline below will deliver community-backed findings and phased recommendations for implementation.
 - Urban design and landscape for land use and development framework and design guidelines considerations. This category will also address streetscape, beautification, and signage needs.
 - Transportation and mobility planning. We will be stewards in Reading's exploration of all site-specific scenarios and mobility modes outlined in the RFP. Through our Integrated Mobility group, we are national experts in the way people and goods move. We understand how downtown mobility choices (transit, parking, roadway, pedestrian) interact and serve the larger environment. We are global leaders in how emerging mobility will impact these and helping cities adapt to them.
 - **Resiliency.** This discipline will address all downtown site and system-related infrastructure components within the plan, from stormwater to renewable power generation.
- + Financial Analysis + Implementation, led by trusted Urban Places partners, Larisa Ortiz of Streetsence and Sarah Woodworth of W-ZHA, to unlock downtown development potential through her expertise in creating highly effective public/private partnership strategies.
- + Public Engagement, led by Amanda Morrell, who is at the forefront of Stantec's COVID-19 strategies for virtual engagement. She will foster highly effective strategies, together with David Dixon, Jason Beske, and our former colleague and partner Andy Boenau of Speakeasy Media. Together, with Reading project team members, we will help craft and implement an engagement program that delivers the right story in the right format to the right audience and fosters richly collaborative public input.

SUBCONSULTANTS

Our team excels at integrating the top talent from many firms to create a comprehensive team that works together efficiently and effectively to provide successful outcomes. Please find firm overviews for all three of our partnering subconsultants on subsequent pages of this section.

For this assignment just over 20% of the fee is designated to our MBE, WBE, DBE sub-consultants (W-ZHA, Ideas and Action, and Rosales Communications), demonstrating our commitment to diversity and inclusion. Most importantly we've added them to our team because they can provide superior service to this assignment.

→ Organization Chart



SUBCONSULTANT FIRM OVERVIEWS



W-ZHA, LCC provides real estate advisory services to private, public and non-profit clients. Established in 2007, W-ZHA's staff has conducted development-related assignments in over 30 states for hundred's of public and private clients. W-ZHA, LLC is a woman-owned business.

W-ZHA's approach begins with identifying viable development opportunities and analyzing these opportunities much as an investor or developer would. W-ZHA applies market analysis conclusions to craft optimum development programs and often tests private development feasibility. Financing gaps are identified and innovative financing techniques are identified and tested. Ultimately, W-ZHA crafts implementation programs and structures equitable joint development arrangements between the public and private sectors.

W-ZHA has extensive experience in public/private development implementation and in creating effective downtown redevelopment strategies. W-ZHA's portfolio in developing economic strategies for downtown growth are often done in conjunction with public transit improvements, government centers, public assembly facilities and other public facilities. These projects require the special talent of maximizing the impact of public investment, coordinating a mix of uses, and meeting the objectives of numerous public and private interests. Strong emphasis is placed on translating redevelopment ideas into achievable development projects with the roles of all involved parties clearly defined and conditional agreements negotiated. By undertaking projects that encompass both feasibility and implementation elements, W-ZHA offers a practical, comprehensive level of expertise intent on getting projects actualized.

+ Contact Information

Sarah Woodworth, Managing Principal 1031 Skidmore Drive, Annapolis, MD 410-757-0732 | sarah@w-zha.com

streetsense.

Streetsense is an uncommon collective of designers and strategists offering solutions in real estate, retail, food and beverage, hospitality, travel and tourism, and the public sector. We specialize in branding and marketing, architecture, interior design, research and analysis, and operations. Our interdisciplinary approach contributes to dynamic, cohesive, and innovative projects and deliverables.

Founded in 2001 as a real estate strategy firm, Streetsense has evolved over the last 20 years in response to emerging needs in the market. Today, we are an agency of over 150 designers, architects, planners, brokers, writers, analysts, strategists, and more - with an annual revenue of approximately \$21 million. We offer expertise across a variety of disciplines and industries, including reaching outside the box to deliver dynamic, customized solutions that are market-informed and actionable. We create memorable places, distinctive brands, and meaningful experiences. We are constantly refining our approach and expanding our capabilities to offer the best service and most innovative solutions.

Streetsense is an inherently collaborative firm, both internally among our diverse studios and with our clients. We don't work in a black box—we welcome input from our clients and we partner with you at key stages throughout the process to ensure that your vision is achieved at every level of the project. We love what we do, and we do our best work when our clients are just as excited about the work as we are.

+ Contact Information

Larisa Ortiz, Managing Director 114 East 25th Street, New York, NY 10010 301-652-9020 | lortiz@streetsense.com

MATERIALS CONSERVATION

Since 2006, Materials Conservation Co., LLC has provided professional services for clients in the Philadelphia region and throughout North America. We address the conservation needs of historic buildings and their architectural elements, sculpture, museum objects, mural paintings, and other heritage resources. Over the years we've cared for buildings as significant as the U.S. Supreme Court to the ticket booth at an historic local theater. And as trusted stewards of our material culture, our conservators have treated both monumental public sculptures and installations in private gardens.

Our public art services include not only conservation, but also public art consultation, planning, and commissioning. We are a one stop shop for developers, universities and municipalities looking to expand their art offerings and find new ways of engaging artists and residents in vibrant and creative communities.

With years of experience in the field, our staff of 20 is a versatile group of conservators, craftspeople and arts administrators. Our unique work requires a multidisciplinary team with a wide range of expertise and practical training, so MC conservators work alongside talented artists and technicians who share their values of innovation, collaboration and excellence.

Our work is governed by the high standards of the American Institute for Conservation of Historic & Artistic Works (AIC) and clients can be secure in the knowledge that all MC conservators are members of this national organization, some having achieved Professional Associate status.

Materials Conservation's Philadelphia facilities are within easy reach of New York and Washington, DC, with a secure 17,000 SF space that houses separate conservation studios, analytical facilities, and at-grade workshops for architectural elements and larger objects.

+ Contact Information

Julia Guerrero, Public Art Project Manager 1625 North Howard Street, Philadelphia, PA 19122 215-763-8090 | jguerrero@mccollab.com

PHILIP E. SCOTT, ARCHITECT

Philip E. Scott, Architect is a small professional services firm driven by our passionate belief in the direct and collateral benefits of extending the useful lives of older structures and making sensitive interventions in mature urban contexts. We believe that change is good, but so is retaining the character and texture of historic structures and urban fabric. We draw inspiration from moving back and forth between large-scale preservation planning and smaller-scale design and detailing of historic structures.

+ Contact Information

Philip E. Scott, Owner + Architect 8321 Shawnee Street, Philadelphia, PA 19118 215-380-2112 | philip.e.scott.ra@gmail.com

IDEAS AND ACTION

Ideas and Action is a multidisciplinary consultancy focusing on housing and economic development. As a Minority Owned Business (MBE) (pending for New York State) it acts as a primary consultant to a host of organizations and participates on teams throughout the United States. Use the form below for more information, collaborations or inquiries.

+ Contact Information

Marc Norma, Founder 1505 E. Huron Street, #506, Ann Arbor, MI 48104 917-647-8944 | marc@marcnorman.net



Since 1994, Rosales Communications has been leading and helping organizations serving diverse communities across the United States. Our mission is to provide our clients with the services and skills they need to develop highly effective strategies and consumer-centered messages designed to engage and inform audiences and inspire them to take action. We achieve this through our experienced and diverse staff, community knowledge, dedicated commitment in service and by establishing long-term working relationships.

We are a registered Conservation Service Provider (CSP) with the Pennsylvania Public Utility Commission. As a registered CSP, we can advise an Electric distribution company (EDC) and or provide consultation, design, administration or management services to an EDC related to the EDC's energy efficiency and conservation plan. In this capacity we can assist in minority outreach on energy related information across Pennsylvania..

+ Contact Information

Percy Rosales, General Manager 510 Carpenter Lane, Philadelphia, PA 19119 215-528-2980 | percy@rosalesc.com

Resumes

We've provided resumes for all proposed staff on the following pages. Project experience and past project samples follow.



TITLE

Vice President, Urban Planner + Designer

YEARS OF EXPERIENCE

Total: 51 With Stantec: 7

EDUCATION

Master of Urban Design, Harvard University, 1974

Master of Architecture, University of Pennsylvania, 1972

Bachelor of Arts, Wesleyan University, 1969

MEMBERSHIPS

Member, American Institute of Architects, Former Chair, Regional and Urban Design Committee

American Institute of Architects, Former Co-facilitator, Sustainable Design National Roundtables

Boston Society of Architects, Past President; Director, Civic Initiative for a Livable New England; Chair, Barr Foundation Transportation Planning Initiative

SELECT PUBLICATIONS

Suburban Remix: Creating the Next Generation of Urban Places, U Beske, J., Dixon D, 2018.

Urban Design for an Urban Century, Second Edition, written with co-author Lance Brown, FAIA, John Wiley & Sons, 2014.

"Heading downtown... in the suburbs," chapter for Fixing Sprawl: Addressing 70 years of failed urban form, ed. Emily Talen, Island Press, 2014.

David Dixon FAIA

STANTEC: PRINCIPAL-IN-CHARGE

David believes that, in the face of an unprecedented "perfect storm" of dramatic demographic, economic, technological and environmental changes, North America is at the cusp of a period of unprecedented urban opportunity—in cities and suburbs alike. He is committed to helping communities and clients manage these changes to create economic, social, and environmental value...for cities and suburbs alike.

Over the past five years he has led planning and urban design initiatives to:

- Launch more than \$12 billion of investment in new and revitalized walkable, mixed-use districts for cities across the U.S;
- Unlock opportunity for downtowns ranging from Memphis TN and Birmingham AL to Albany NY
- Create new downtowns and walkable centers for suburbs surrounding cities such as Atlanta, the District of Columbia, and Dallas
- · Launch and expand innovation districts in Cambridge MA, Seattle, and Philadelphia

Address growing equity and affordability challenges for diverse neighborhoods in many of these same cities. He is particularly proud of leading the post-Katrina Master Plan for New Orleans.

David speaks and writes frequently on the opportunities and challenges posed by an era of rapid change. He is especially known for initiating a national dialogue - through lectures, commentary, and the organization of two national conferences - on creating "walkable density" as an essential tool for achieving the benefits unlocked by the flow of people and dollars into urban environments—in cities and suburbs alike.

RELEVANT EXPERIENCE

Elkhart River District Implementation Plan, Elkhart, Indiana. Principal in charge for the transformation of an older 90-acre industrial/strip retail district into a dense, diverse, urban neighborhood with enhanced livability and economic opportunity. The downtown-adjacent area's revival was spurred by catalytic investments from both the public and private sectors. The plan is generating significant interest from local investors who will lead the first major phase of construction.

Downtown Moorhead Master Plan Moorhead, Minnesota. Principal in charge for the development of a community driven master plan that will guide the revitalization needed for economic growth. As part of an ongoing planning process, we have the established a shared vision in line with an abundance of community input and have outlined framework with land use, mobility, and open space opportunities and constraints. This framework will help develop a broad strategy to achieve the vision. Next steps are focused on specific strategies to maintain downtown Moorhead's eclectic culture paired with a compact critical mass of jobs, residents, and animated streets.

^{*} denotes projects completed with other firms

Village Walk Master Plan, Irving, Texas. Our plan turns a grayfield site into a walkable, transit-oriented community with rail connections to downtown Dallas and the Dallas-Fort Worth airport. A mix of uses and a carefully detailed public realm help the community stand out among its suburban peers in the competition for new employers and investment by focusing the first stage around two lively public squares—one at the DART station. This first stage uses surface parking to minimize early-on investment and phases-in greater density, using structured parking as the site becomes established.

Topeka River South Area-Wide Plan, Topeka, Kansas. This area is uniquely poised to receive renewed interest in redevelopment opportunities. Building on previous area studies and a recent market analysis, the AWP dives into current market conditions and numerous meetings with local property owners and community stakeholders to understand considerations for future redevelopment. When COVID-19 conditions restricted public meetings and stymied stakeholder feedback, the Stantec team worked closely with the City of Topeka to assemble an ArcGIS StoryMap to convey recommendations and renderings and collect stakeholder input.

Dayton Mall Area Master Plan, Dayton, Ohio. Served as the principal-in-charge and urban design director. The project involves a long-range master plan to transform a successful two-square-mile, car-oriented area around the Dayton Mall into an economically competitive, walkable and identifiable "21st Century Urban Village".

Water Street Tampa, Tampa, Florida. Principal in Charge/Urban Design Director for a plan to create a walkable nine-million SF mixed-use district to "place Tampa on the growing list of 'renaissance' downtowns—"... a new, sustainable heart for the region full of people trading ideas, sharing conversations, breaking bread...having fun together..." This \$3 billion-dollar project on 50-acres represents the first wellness-certified district in the US and includes a new University of South Florida Medical School, "Makers' Alley", two hotels, cutting-edge new cultural venues, and a network of urban public spaces.

Unified New Orleans Plan, New Orleans, Louisiana.* Post-Katrina recovery and rebuilding plans for downtown, the Upper 9th Ward, and the Gentilly and Bywater-Marigny districts prepared for the Greater New Orleans Foundation and the city's planning commission. Planning elements included a new downtown neighborhood, replacing a public housing development and nearby parking lots with a mixed-income, mixed-use, and mixed- density community; a series of innovative initiatives to support downtown's emerging creative economy; replacing damaged public housing and adjacent devastated areas in the Desire and Florida neighborhoods with a new mixed-income community of more than 4,000 housing units; and a lively new neighborhood square and commercial center in Gentilly.

Wichita Downtown Revitalization Master Plan, Wichita, Kansas.* Innovative and bold 20-year vision for downtown with significant public involvement that celebrates the city's rich history and reflects its progressive spirit.

Realize Rosslyn: the Rosslyn Sector Plan Update, Arlington, Virginia.* Leading a multidisciplinary team in the creation of a tactical plan to help Rosslyn overcome its auto-oriented origin and become a vibrant mixed-use neighborhood that respects human scale. The plan draws from community participation, including detailed communications with Rosslyn's high-capacity business improvement district as well as major developers to shape initiatives. These range from low-cost, high-impact steps like parklets and bike lanes to major mixed-use development projects incorporating new streets and parks.

A Guide to Placemaking for Mobility, Public Realm Plan, Boston, Massachusetts. A public realm strategy, prepared in collaboration with Boston's 2030 Mobility Plan.

Recommendations identify a series of core goals (foster social interaction, promote cultural expression, express civic qualities) and tools (traditional streetscape and public art, a new generation of interactive public art, and tactical urbanism), "crowd-sourcing" community-input, governance, and funding models.



TITLESenior Urban Planner

YEARS OF EXPERIENCE

Total: 26 With Stantec: 1

EDUCATION

Kent State University, Master of Public Administration Program, Certificate in Public Budgeting, 2005

Kent State University, Center for Public Policy and Administration, Certificate in Public Agency Management, 2003

Harvard University, Graduate School of Design, in Conjunction with Tufts University, Certificate Program: Child Care Design Institute, 1998

Bachelor of Science in Architecture/ Bachelor of Architecture, Kent State University, 1991

LICENSES/CERTIFICATIONS

Registered Architect: NJ, OH, MD, DE, FL

MEMBERSHIPS

Member, American Institute of Architects

Paul Vernon AIA

STANTEC: PROJECT MANAGER + PUBLIC ENGAGEMENT + URBAN DESIGNER

Paul has 26 years of planning and urban design experience in urban, suburban, and rural communities, with a personal portfolio in architecture focused on community-based projects and special needs populations. He has extensive experience in public speaking, group presentation, facilitation, and communication for numerous projects that have faced significant public scrutiny and has experience in maintaining strong relationships with clients, community leaders, top management, influential directors, and large collaborative groups. Much of Paul's work has centered around bicycle and pedestrian planning, vacant land re-utilization, redevelopment opportunities in soft market conditions, regional greening and connectivity, and how vacant land can have a restorative influence on the watershed.

RELEVANT EXPERIENCE

King of Prussia District, Renaissance Park, GSK, and Discovery Labs - Stakeholder Engagement - Ideas and Actions, King of Prussia, Pennsylvania. Working with our local team of planners, we are working hard with KOP to reach people who have an interest and stake in the success of Innovation Renaissance. Using a number of engagement techniques (in-person meetings, workshops, focus groups, and surveys) to learn from and inform the people who know the community best. We are working with this guiding principal—It's not our vision, it's yours, and it should be personal. For this and all engagement projects, the outcome is borne of the very best ideas developed as locally as possible.

Community Visioning for Diversified Community Services, Philadelphia, Pennsylvania.* In 2011, Diversified Community Services (DCS) brought together a group of residents from the Point Breeze neighborhood to begin a discussion about building a community that works for everybody in light of the growing tensions created by gentrification. The purpose of the Community Visioning process was to find common ground around which residents could unite, whether newcomers or long-time residents, working people or professional, African American or White. The process sought to develop a vision that represents a consensus, drawn from every part of the neighborhood, age group, and interest within the community.

Development Strategy for Bay Village Retail, Bay Village, Ohio.* The objective for this project was to develop a physical framework for commercial reinvestment which establishes the mix of uses, density and massing of appropriate levels of development in the Dover Center Road corridor and illustrates the potential design character of buildings and open spaces. In addition to concepts for commercial redevelopment, the plan includes a series of ideas for longer-term residential development on adjacent sites. These proposals were included because they reinforce the commercial core, and also support other goals of the 1999 Master Plan, such as providing housing options which allow residents to remain in the community as they age. The plans presented here also include landscape and circulation improvements in Cahoon Park and possible relocation of the Bay Village Public Library to a dramatic creek-side site in the park.

^{*} denotes projects completed with other firms

Boardman Community Design Charrette, Boardman, Ohio.*

The town of Boardman contains inviting green spaces, many well-maintained neighborhoods with varied housing, and a commercial corridor that draws shoppers from throughout the Youngstown area. Poor stormwater management and the lack of community identity were problems that the Boardman Township government wanted the CUDC to solve. Through a community planning process, the Township also sought input on the best locations for pedestrian friendly connections between parks and residential areas.

Logan Triangle Community Design Charrette, Philadelphia, Pennsylvania.* Logan CDC, with a generous grant from the Philadelphia Foundation, is working to define a viable redevelopment strategy for the Logan Triangle. The redevelopment strategy focuses on a mixed-use approach including neighborhood retail, affordable housing, and medical offices; destination uses including retail, dining, health club/recreational use; and some flexible uses including church expansion, light industrial, and community open space. The redevelopment program for this effort was established in a market study commissioned by the Philadelphia Redevelopment Authority (PRA) to determine what this site can support.

City of Kent and Kent State University, Routes 261/43 Redevelopment Alternatives, Kent, Ohio.* The privately owned 53-acre parcel on the southwest corner of the intersection of Route 261 and 43 south of the center of Kent contains substantial wetlands and is adjacent to the Kent Bog, one of the region's most significant natural sites. The Mixed-Use Village alternative is organized around a central green space, which is the focus of retail uses at the ground level, with professional offices or apartments in the stories above and a variety of housing options around the commercial core. The office park scheme shows the potential for about 325,000 SF of office or research space. In addition, two out-parcels are available on either side of the existing restaurant, offering suitable retail sites.

Neuweiler Brewery Re-Use Assessment, Allentown,

Pennsylvania.* The City of Allentown is developing a master plan for the city's waterfront along the Lehigh River. As part of that process, the historic Neuweiler Brewery was identified as a primary redevelopment opportunity with the potential to bring investment to the waterfront and revitalize this long-dormant site. The Historic Structure Report provides guidance on the treatment of the multiple buildings of the complex consistent with the Secretary of the Interior's Standards for Rehabilitation. Within a year of completion, a developer purchased the property and is pursuing plans to create a brew pub and public arts center.

Re-Envisioning the Stockyard Neighborhood, Cleveland,

Ohio.* The Stockyard neighborhood lies between W 44th and W 73rd Streets, with I-90 to the north and Denison Avenue and the Cleveland Metroparks to the south. This area was the home of Cleveland's food-processing industry until 1968. The UDC began Re-Envisioning the Stockyard by evaluating existing conditions in the neighborhood and examining the best possible uses for the former livestock facilities. The UDC then made recommendations to re-connect existing industries, businesses, institutions, houses, and green spaces, as well as proposed new development. The neighborhood has significant existing residential fabric and new housing developments, but these areas lack access and connectivity to existing commercial activity and the main retail corridor on West 65th Street. This lack of connection was also found to apply to the neighborhood's infrastructure, green space, and industrial and office uses. The CUDC's resulting plan focuses on land use and zoning recommendations, infrastructure improvements, creating green space opportunities, and making connections.

* denotes projects completed with other firms



TITLE

Senior Associate, Urban Planner + Designer

YEARS OF EXPERIENCE

Total: 10 With Stantec: 7

EDUCATION

Master of Architecture and City and Regional Planning, Georgia Institute of Technology, 2010

Bachelor of Arts, Metropolitan Studies, New York University, 2006

MEMBERSHIPS

Member, Boston Society of Architects

Jeff Sauser

STANTEC: DEPUTY PROJECT MANAGER, URBAN PLANNER + DESIGNER

Jeff is a planner and urban designer whose work centers on the relationships between markets, community, sustainability, and urban form. Jeff has played a central role on a range of design and planning projects in cities and suburbs across the country, with particular focus on creating compact, walkable, mixed-use redevelopment in transitioning neighborhoods and emerging communities. His experience includes large-scale comprehensive plans, downtown master plans, private development district plans, brownfield plans and neighborhood revitalization plans.

RELEVANT EXPERIENCE

Elkhart River District Implementation Plan, Elkhart, Indiana. Project manager for a 90-acre downtown-adjacent area transforming into a walkable neighborhood spurred by catalytic investments from both the public and private sectors. The plan is generating significant interest from local investors who will lead the first major phase of construction.

Village Walk Master Plan, Irving, Texas. Our plan turns a grayfield site into a walkable, transit-oriented community with rail connections to downtown Dallas and the Dallas-Fort Worth airport. A mix of uses and a carefully detailed public realm help the community stand out among its suburban peers in the competition for new employers and investment by focusing the first stage around two lively public squares—one at the DART station. This first stage uses surface parking to minimize early-on investment and phases-in greater density, using structured parking as the site becomes established.

Northland Needham Street Master Plan, Newton, Massachusetts. Plan for transforming a low-density suburban site into an authentic urban village that strengthens the surrounding neighborhood and introduces new housing and retail choices into a district long starved for both. Redevelopment will replace the non-historic elements with more than 1,000,000 sf of walkable stores, offices, and multifamily housing.

Water Street Tampa, Tampa, Flordia. Urban Designer for plan to unlock a walkable nine-million SF mixed-use transit-oriented district to "place Tampa on the growing list of 'renaissance' downtowns—"... a new, sustainable heart for the region full of people trading ideas, sharing conversations, breaking bread...having fun together..." This \$3 billion-dollar project on 50-acres represents the first wellness-certified district in the US and includes a new University of South Florida Medical School, "Makers' Alley", two hotels, cutting-edge new cultural venues, and a network of urban public spaces.

Drexel University Master Plan, Philadelphia, Pennsylvania.* A 20-year master plan to guide Drexel University's growth as it doubles its enrollment to 40,000. The plan reinforces Drexel's urban qualities by focusing growth inward to increase campus density and vitality and by "bringing the campus to city streets" that pass through Drexel. It also focuses on strengthening and energizing campus connections to the surrounding neighborhoods and the larger city.

^{*} denotes projects completed with other firms

Union Square Development, Somerville, Massachusetts.

Served as an urban planner and designer responsible for urban design development, community engagement and GIS analysis. The project involves creating a plan for transit oriented development in conjunction with a new transit connection to Union Square.

Dayton Mall Area Master Plan, Dayton, Ohio. Served as an urban planner and designer responsible for urban design development, community engagement and GIS analysis. The project involves a long-range master plan to transform a successful two-square-mile, car-oriented area around the Dayton Mall into an economically competitive, walkable and identifiable "21st Century Urban Village".

Long Hill Vision Plan, Trumbull, Connecticut. Vision plan and public engagement process to upgrade Trumbull's Long Hill village center into a cohesive, walkable, and vibrant community destination. Strategies focused on strategic public realm investment, streetscape retrofits, and regulatory amendments to bring the center to life and promote pedestrian-oriented land uses and activities.

A Guide to Placemaking for Mobility, Public Realm Plan, Boston, Massachusetts. Working with a foundation and a downtown business alliance, we developed guidelines for improving the design and quality of the public spaces—streets, sidewalks, plazas and greenways—that make up Boston's mobility system. In a time of dwindling public resources, Placemaking for Mobility offers a blueprint for imagining innovative treatments of public spaces and forming public-private partnerships to fund them. The guidelines received a 2017 Charter Award from the Congress for the New Urbanism. A follow-up contract recently applied the guide's methodology to a high-profile block in Boston's Chinatown neighborhood and with close collaboration with residents and stakeholders, creating a long-term streetscape plan with short-term, tactical preliminary implementation that the City plans to build in 2017-18.

Blatchford West District Architecture and Urban Design Guidelines, Edmonton, Alberta. Comprehensive urban and architectural design guidelines for a large-scale mixed-use redevelopment. The design guidelines promote best practices for active streets, accessory units, winter cities, and low impact development.



TITLE

Senior Associate, Landscape Architect

YEARS OF EXPERIENCE

Total: 15 With Stantec: 6

EDUCATION

Bachelor of Landscape Architecture, Clemson University, 2005

LICENSES/CERTIFICATIONS

Registered Landscape Architect: NC, SC

MEMBERSHIPS

Member, American Society of Landscape Architects

Amanda Morrell PLA

STANTEC: ENGAGEMENT LEAD + URBAN PLANNING + LANDSCAPE

Amanda A. Morrell is a registered landscape architect with 15 years of professional experience. Throughout that time, her focus has been planning and urban design projects executed through intense public involvement and outreach processes. Her experience in downtown planning, corridor planning, comprehensive planning, neighborhood planning, and public realm design makes her a valuable and versatile team member. Amanda strives to give everyone a voice and find relevant ways to incorporate that input into the final deliverables for our clients. She believes that building consensus through the design process gives a plan political will and the ability to move from vision to reality sooner. Her passion for involving stakeholders of all ages, from youth to retirees, can be seen throughout her work in a career that includes over four dozen public design charrettes. Amanda is leading our team in the execution of innovative virtual engagement during the current pandemic. With an updated toolbox of virtual meetings, online open house experiences, and interactive digital workshops, Amanda will help the team tailor an inclusive approach to stakeholder input.

RELEVANT EXPERIENCE

Downtown Morganton Visioning and Master Plan, Morganton, North Carolina. Assistant project manager for a master plan update to serve as a policy and visual guide for Downtown Morganton's growth and development throughout their 36-block central business district. The plan was created through an intensive public design charrette and examines how the present built environment could evolve over the next 15 years given the current demographic profiles, economic conditions, and community goals.

Apex Downtown Master Plan & Parking Study, Apex, North Carolina. Amanda led the Downtown Master Plan & Parking Study which set a course in Apex for transformational resilience. The plan was the result of a community-driven process that included a week-long charrette, engaged steering committee, and tactical urbanism challenge. Three guiding principles, nine key goals, a Top Ten projects list, 58 key recommendations tied to an implementation matrix, and a monitoring strategy all ensure plan progress and success. Amanda and team were also recently awarded the community's Main Street streetscape project. **AWARD: NCAPA MARVIN COLLINS SMALL AREA PLAN AWARD 2020**

Wake Forest Renaissance Area Plan Update, Wake Forest, North Carolina Landscape architect for the update of a master plan to advance the needs of enhanced connectivity around the downtown and to its surrounding neighborhoods. The plan painted a long-term build-out picture and identified 10 projects to accomplish in the next 5 years to achieve that vision.

^{*} denotes projects completed with other firms

Public Realm & Streetscape Master Plan, Albemarle, North Carolina. Amanda managed the process for public engagement and development of the final streetscape master plan document. The goal of the project was to create opportunities for low cost, high impact projects along with stabilizing, long term infrastructure improvements. More than a streetscape design, the plan identifies how best to leverage these public investments to encourage private development.

Spartanburg Downtown Master Plan, Spartanburg, South Carolina.* Landscape architect for a downtown master plan that focused on filling in the numerous small-scale gaps with highly-detailed mixed-use buildings. The goal was to enliven the sidewalks with ground level activity such as shops and restaurants and provide opportunities for employment and housing on the upper floors. Amanda still serves the city in 2020 as part of an on-call urban design contract with Stantec.

Civic Master Plan, Beaufort, South Carolina.* Landscape architect of a plan that established principles and standards for all public and private development. The plan identified and promoted investment and reinvestment opportunities all over the city and was created with multiple public design charrettes.

Summerville Vision Plan & Hutchinson Square Master Plan, Summerville, South Carolina.* Landscape architect for the award-winning Vision Plan that set forth a civic growth framework for the entire Town using a highly interactive public planning process. Amanda also helped develop a conceptual master plan for Hutchinson Square in downtown Summerville. She made public workshop presentations and facilitated public input during the process.

Prince Frederick Town Center Plan, Calvert County,

Maryland.* Landscape architect during a week-long public design charrette to create a vision for the township of Prince Frederick. Part of the vision included the creation of mixed use neighborhoods and revamping the existing strip shopping centers into walkable places. A true village center, known as Armory Square, was also envisioned to include larger retailers, entertainment, and restaurants.

Downtown Waxhaw Vision Plan, North Carolina.* Landscape architect for a vision plan that included recommendations and priorities to improve, revitalize, and strengthen the downtown. The plan's action items seek to provide the conditions under which the vision can be achieved, by way of providing sensible land use regulation, necessary public investments, the development of appropriate programs and policies, encouraging catalyst projects and other actions.

Downtown Area LCI Update, McDonough, Georgia.* While at a previous firm, Amanda provided a strategic action plan intended to create a road map for a prosperous downtown area in McDonough, GA. The final report represents a strategic five-year plan for organizing, promoting, designing, and retention/recruitment that will position McDonough to revitalize the Town Square and the downtown area



TITLESenior Urban Designer

YEARS OF EXPERIENCE

Total: 18 With Stantec: 1

EDUCATION

Masters of Community and Regional Planning, College of Design at Iowa State University, 2007

Bachelor of Science, Community and Regional Planning, College of Design at Iowa State University, 2002

LICENSES/CERTIFICATIONS

Certified Planner (#020374), American Institute of Certified Planners

MEMBERSHIPS

American Planning Association, Vice Chair, National Planning Conference Committee

Member, American Planning Association

Member, Congress for the New Urbanism,

Former Board Member, Form-Based Codes Institute,

Former Chair, Urban Design & Preservation Division, American Planning Association

Jason Beske AICP

STANTEC: IMPLEMENTATION

Jason is a Senior Urban Designer and Planner in Stantec's Arlington office. He has a broad range of urban planning expertise and has led initiatives ranging from large-scale comprehensive planning and civic engagement projects to site and master planning projects for both the public and private sectors. Jason's extensive experience working with communities in Virginia and throughout the Washington, DC region provide comprehensive knowledge and understanding of the planning and urban design process. Recent projects include public engagement, master planning, and urban design strategies for comprehensive plans in Annapolis, Maryland, and Leesburg, Virginia—communities that face similar challenges and opportunities to those in seen in Reading.

In addition, Jason serves as Adjunct Professor at Virginia Tech's National Capital Region campus and his recent publication "Suburban Remix: Creating the Next Generation of Urban Places" (Island Press - February 2018), with co-editor David Dixon, examines the rise of walkable urbanism in the new suburban era.

Community engagement, placemaking, and social equity are the core of his planning and urban design practice and teaching.

RELEVANT EXPERIENCE

Leesburg Downtown Focus Area Studies, Leesburg, Virginia. As Northern Virginia experiences unprecedented growth opportunities the community of Leesburg has taken a keen interest in retaining its historic character while also leveraging the opportunities that come with responsible growth. Focus area studies illustrate many of the big ideas expressed in the growth framework established in the Town Plan including new or improved streets, blocks, parks, building typologies and recommendations on land use changes to demonstrate visually and in narrative form what best practice for redevelopment would look like for Leesburg.

Annapolis Ahead, Annapolis, Maryland. Urban Design & Planning Lead. Stantec's role, as a widely connected and specialized firm, involves building on previous analyses to evaluate and provide new and alternative approaches to development with data-supported concepts and illustrations that support the creation of community character types.

^{*} denotes projects completed with other firms

Loudoun County Comprehensive Plan, Loudoun County, Virginia.* The Comprehensive Plan for Loudoun County identifies the community's desires for the future of the County as they relate to growth management, land use, place types, transportation, and economic development. With a focus on housing and affordability, the plan introduces new planning and urban design concepts and place types to address two new Metro stations in the County's emerging urban policy area.

PenPlace PDSP and Urban Design Guidelines, Arlington, Virginia.* The twelve-acre block known as PenPlace is the future for Amazon's HQ2 with over 2-million square feet of mixeduse development. Extensive public outreach and urban design analysis led to the development of the PenPlace design guidelines. The guidelines provide guidance for transportation, open space, architecture and land use in an emerging area of Pentagon City.

Lee Highway Corridor Visioning, Arlington, Virginia.* Lee Highway is a major, auto-oriented thoroughfare in Arlington. The visioning and pre-planning for the corridor included extensive community outreach and urban design analysis focused on creating a more walkable and pedestrian-friendly corridor. This initiative provided a foundation for subsequent planning and regulatory efforts.

Campus Commons Development Process and Entitlement Management, Reston, Virginia.* Project Manager / Urban Planner. Campus Commons is a major mixed-use development planned along Metro's Silver Line in Reston, VA. Extensive analysis, collaboration with County staff, and entitlement management were required for the conversion of a declining office park into a transit accessible, walkable, mixed-use district.

Mixed-Use, Site Design, and Architectural Standards, Overland Park, Kansas.* Lead Urban Designer. The standards provide alternative guidance for site design and architecture in the community. The mixed-use design standards take a form-based approach to encourage walkable, mixed-use districts while the site design standards encourage new development patterns with a focus on pedestrians and placemaking in predominately, auto-oriented corridors.

Comprehensive Plan for the National Capital, Washington, DC.* Supervisory Urban Planner. The Comprehensive Plan for the National Capital provided a policy framework for the federal government in managing its operations and activity in the National Capital Region. Key involvement in the development of the plan included oversight and guidance for the urban design and open space elements.

Topeka River South Area-Wide Plan, Topeka, Kansas. Jason served as the form-based code analyst to the area-wide plan (AWP) for the River South Neighborhood, just north of Downtown Topeka. This area is uniquely poised to receive renewed interest in redevelopment opportunities. Building on previous area studies and a recent market analysis, the AWP dives into current market conditions and numerous meetings with local property owners and community stakeholders to understand considerations for future redevelopment. When COVID-19 conditions restricted public meetings and stymied stakeholder feedback, the Stantec team worked closely with the City of Topeka to assemble an ArcGIS StoryMap to convey recommendations and renderings and collect stakeholder input.



TITLESenior Principal, Transportation Planner

YEARS OF EXPERIENCE

Total: 24 With Stantec: 3

EDUCATION

Master of Arts, Urban Affairs, Boston University Metropolitan College, 2008

Bachelor of Arts, Economics, Boston College, 1992

Ralph DeNicsco

STANTEC: TRANSPORTATION + MOBILITY

Ralph has nearly 20 years of transportation planning experience, with a history of successfully implementing a variety of transportation projects in challenging environments. Working as project manager or providing technical advice, Ralph has channeled his understanding of interrelated transportation issues into programs able to win both community and agency support. He has extensive experience in Nationally and in Boston leading complex efforts for municipalities, transit agencies and foundations. Ralph has successfully led complex design, planning, and development efforts in Boston and around the country—specializing in parking, transit and integrated transportation planning.

RELEVANT EXPERIENCE

Downtown Memphis Master Plan, Memphis, Tennessee. Led mobility review as part of an interdisciplinary team to set a vision for a vibrant downtown Memphis. The plan is building on three key principles—Build Up, Embrace Walkability, and Welcome Everyone—across the 6.5 square mile business improvement district. Part vision, part tactical operations, this plan addresses urban design, development/redevelopment, public realm improvements, and mobility improvements that focus on the core and connect all parts of the downtown to leverage its greatest strengths—the Mississippi riverfront, its Beale Street culture, the world class healthcare campuses, and its walkability.

City of Everett, Everett Transportation Management Plan, Everett, Massachusetts. Project Manager charged with continuing Everett's efforts to remain at the forefront of progressive transportation implementation locally and nationally. With the Wynn resort opening in 2019, and waves of development planned, the City wants to build on the success of its now permanent peak hour bus lane, and develop additional multi-modal infrastructure and transit service projects to benefit Everett's growing residential, employee and stakeholder populations.

Congress for New Urbanism, City of Buffalo, The Future of Mobility: Remaking Buffalo for the 21st Century Charrette and Report, Buffalo, New York. Ralph served as Mobility Lead for the partnership between the Congress for the New Urbanism (CNU) and the City of Buffalo to explore how land uses (both current and future) will accommodate future mobility solutions, while also providing a vibrant public realm. Using Buffalo as a leading example on how to address the widespread introduction of emerging transportation technology to unlock economic and urban development for our community. An intensive, open, four-day charrette with industry experts, community members, and government developed specific recommendations to create a Mobility of Innovation Zone (MIZ), economic development fund, equity and inclusion program, placemaking guidance and parking reductions.

Hartford Main Street Complete Streets, Hartford, Connecticut. Mobility advisor for a project that will reinvent Main Street as a complete street from State House Square to the South Green Area (approximately 4,000 lf), including adding pedestrian amenities, enhanced transit access, providing streetscape amenities, creating linkages to adjacent major destinations, incorporating a new two-way cycle track, and addressing traffic operations and safety issues.

^{*} denotes projects completed with other firms

Salem Parking Benefit District Facilitation Project, Salem, Massachusetts. The Salem Parking Benefit District (PBD)
Facilitation project seeks to support Salem's Traffic & Parking Department with the implementation of a parking benefit district in Downtown Salem. Ralph serves as the project manager, and provides guidance on how to navigate the barriers to implementation and garner stakeholder buy-in. Ralph also leads presentation development and facilitates working group meetings between Downtown business representatives and key City staff to provide information on the benefits and trade-offs of a PBD, as well as help the City work through an implementation plan.

City of Minneapolis, Lyn Lake Parking Study, Minneapolis, Minnesota. Project Manager for a parking study for this vibrant business district in Southwest Minneapolis. The Study focused on understanding parking supply, use and management for the neighborhood with a focus on the Garfield Municipal Lot, with a goal of making short term recommendations that inform coming larger areawide development and how best to continue to provide parking.

Town of Watertown, Watertown Parking Management Plan, Watertown, Massachusetts. Serving as Project Manager to develop a Parking Plan for the two main business districts in Watertown. The plan is reviewing parking needs, supply and current use to create strategies on how best to support the retail centers and make them more user friendly and welcoming. Recommendations will focus on using existing resources more efficiently, while adding new technology and a coordinated approach to managing parking.

City of Pittsburgh, Strip District Network and Parking Management Plan, Pittsburgh, Pennsylvania. Transit planning lead for the study of a neighborhood district that is truly mixed use, with demands changing not only by the block, but by the hour. The final plan will guide implementable improvements for a safer, more multimodal, and unified future within the district. Our mobility team is leading creative public workshops to help communicate trade-offs inherent in improving local infrastructure as well as the potential benefits of a coordinated approach. The multimodal network plan will include a best practices review of parking management districts and transportation management associations.

Borough of Narberth, Narberth Parking Study, Narberth, Pennsylvania.* Ralph served as project manager for this comprehensive parking study to address the borough's parking issues, including a scarce amount of dedicated off-street facilities for residential and commercial uses.

Binghamton Metropolitan Transportation Study, Binghamton Comprehensive Downtown Parking Study and Strategic Plan, Binghamton, New York.* Ralph served as project manager for this parking project supporting the continued revitalization of downtown Binghamton. Using new and existing data, the Comprehensive Parking Management Plan identifies challenges and opportunities, and recommends smart parking options through a mix of demand-responsive pricing, new technology, more user-friendly and convenient ramp parking, sufficient information and signage, and context-sensitive policy and regulations. The strategies are tailored to respond to the concerns of the business community, residents, and commuters, and to support Binghamton's growth and future development.

Greater Cleveland Regional Transit Authority, GCRTA West 25th Street TOD Plan, Cleveland, Ohio. Working with Greater Cleveland Regional Transit Authority, Stantec is uncovering the potential of transit-oriented development, or TOD, along Cleveland's West 25th Street corridor. In addition to robust public engagement, land use and zoning analysis, and financial market analysis, the project looks at the existing transit service in the corridor. Ralph DeNisco is leading this charge by examining the opportunities along the corridor to create better bus service through the TOD study area.

Barr Foundation, Boston Area BRT Pilots, Arlington, Cambridge, Everett, and Watertown, Massachusetts. Working for the Barr Foundation, Ralph is currently serving as lead Technical Advisor on all aspects of the BostonBRT Initiative. Seeking to promote the local installation of Gold Standard Bus Rapid Transit, this effort is working with an Advisory Group, state agencies, local municipalities and advocacy groups to build momentum toward implementable projects. In 2018, the Initiative is funding and supporting the implementation of three (3) local pilot BRT projects in Arlington, Cambridge/Watertown and Everett.



TITLETransportation Planner

YEARS OF EXPERIENCE

Total: 5 With Stantec: 4

EDUCATION

Bachelor of Arts, International and Environmental Studies, College of the Holy Cross, 2016

LICENSES/CERTIFICATIONS

Certified Provider, State of Massachusetts Municipal Vulnerability Preparedness Program

Amelia Casey

STANTEC: TRANSPORTATION + MOBILITY

Amelia's work focuses on the transportation planning aspects of public and private projects. In her work, she considers how to best integrate data results and public and stakeholder feedback to help improve communities. Her interdisciplinary skill sets include ArcGIS data analysis, mapping and visualization, practical research, community engagement techniques, and the development of visual content for presentations.

RELEVANT EXPERIENCE

LSU Master Plan: Mobility Implementation, Baton Rouge, Louisiana. Project Planner for the transportation component of a comprehensive master plan for the State's flagship university located in Baton Rouge, Louisiana. The plan seeks to develop a building program to meet the changing needs of a modern campus, the latest teaching methodologies and desire to support 24/7 life on campus. Amelia assisted with micromobility research, parking management case study analysis, stakeholder engagement, and public survey analysis. She conducted research that provided the team with examples of peer parking program structures, progressive mobility options, while also analyzing the public survey to help the team understand the transportation needs and goals of faculty, students, and staff.

onMain: Dayton's Imagination District, Dayton, Ohio. Site design task leader and urban designer for this second phase of work to redevelop the former Montgomery County Fairgrounds site. As a transportation project planner, Amelia has assisted with the existing conditions analysis of transportation infrastructure as well as conducted an assessment of the traffic impacts of the new development.

Exchange South End Redevelopment, Boston, Massachusetts. Project Planner for Abbey Group, a local development company in Boston, Massachusetts. Project involved the redevelopment of former Flower Exchange building in South End of Boston into a life science and technology office campus, complemented by local retail, restaurants, bike trails and open space. Managed design and consulting team and technical reports required for the City of Boston and Executive Office of Energy and Environmental Affairs (MEPA Office) and other state and local agencies. Amelia was a part of the core permitting team, involved in the organization and creation of permits such as the Project Notification Form (PNF) and Expanded Environmental Notification Form (EENF).

Boston Area BRT Pilots Project, Metro Boston, Massachusetts. Amelia worked as a project planner for this work to pilot BRT implements across four towns in the Boston area: Arlington, Cambridge, Watertown, and Everett. She worked with these four communities to develop a slate of "before-and-after" metrics that help communities understand the impact that faster, more efficient bus service can have. Metrics ranged from hard data from the MBTA to subjective reviews of infrastructure, both from riders as well as other users such as people on bikes. Amelia also collected in-person public engagement surveys in Everett to gather feedback on the rider experience and implemented bus lane and level-boarding platform pilots. Amelia collected surveys in both English and Spanish, where she interacted with survey participants in Spanish to collect a diverse range of responses.

^{*} denotes projects completed with other firms



TITLEUrban Designer

Total: 22 With Stantec: 7

EDUCATION

Master of Urban Planning and Master of Urban Design, University of Michigan, 2003

Bachelor of Architecture, Wuhan Urban Construction Institute, 1995

LICENSES/CERTIFICATIONS

LEED Accredited Professional

Wei Jin LEED AP

STANTEC: URBAN DESIGNER

Wei has experience on a variety of architectural and urban design projects, ranging from campus planning and mixed-use development to residential planning and housing design. Her strong design skills and environmental sensitivities produce physical design solutions that integrate physical constraints with social and natural systems. In addition to the work shown here, Wei has five years of professional experience in China as an architect working on projects from office buildings to residential complexes. She has also worked as the main designer on urban design projects in South Korea and Mexico.

RELEVANT EXPERIENCE

New York State Downtown Revitalization Initiative (DRI) Plan, Oswego, New York. Urban designer as part of the team that led the award winning revitalization plan for Oswego, New York. The plan focuses on catalytic projects in the downtown that will leverage significant private investment and provide new housing opportunities, mixed-use development, a business incubator, commercial/retail development and community services. The plan won the city \$10M in additional state funding to initiate catalytic projects as outlined in the plan.

East Franklinton Creative Community District Revitalization Plan, Columbus, Ohio.*Contributed to an award-winning 20-year vision and implementation plan for transforming a post-industrial 200-acre neighborhood near downtown into a residential and commercial area for creative professionals.

Friendship Court Master Plan, Charlottesville, Virginia. Urban designer for the development of a downtown master plan that transforms a low-income housing development into a new connected, mixed-use, mixed-income neighborhood in the heart of Charlottesville.

Downtown Brockton Action Strategy Plan & Transformative Development Initiative, Brockton, Massachusetts. Provided urban design and program testing for an implementation-focused redevelopment plan for this small city's historic downtown 35 miles southwest of Boston. The plan calls for higher-density infill development and adaptive reuse, introduction of housing to support new businesses, streetscape improvements, and innovative new amenities to attract residents, workers, and visitors.

Northland Needham Development Design Guidelines and Master Plan, Newton,

Massachusetts. Provided planning and urban design analysis for a 30-acre mixed-use redevelopment that will transform aging suburban retail and a historic mill building into a walkable village center with integrated transit connections and more than 1,000 housing units and diverse retail and office spaces. With the plan approved by the City and voted on by the public, our landscape architects and architects are now leading the design development phase towards implementation.

^{*} denotes projects completed with other firms



TITLESenior Planner, Urban Places

YEARS OF EXPERIENCE

Total: 11 With Stantec: 6

EDUCATION

Executive Education Certificate, Harvard University Graduate School of Design, 2017

Master of Urban Environmental Management, Wageningen University, 2010

Bachelor of Arts, Art and Visual Culture, Bates College, 2007

LICENSES/CERTIFICATIONS

LEED AP Neighborhood Development

Envision Sustainability Professional

MEMBERSHIPS

Member, American Planning Association

Member, Urban Land Institute

Member, Boston Society of Architects

Member, Board of Directors, Boston Cyclists Union

Nels Nelson LEED AP ND, ENV SP

STANTEC: DESIGN GUIDELINES

Nels is optimizing smart urban strategies through design guidelines and urban codes that provide structure for walkable, healthy, and sustainable places. Public and private clients across North America have entrusted Nels with transformative initiatives to deliver future-ready districts. He has overhauled the design approval processes in several communities to create a more transparent and beneficial relationship between communities and developers that results in world-class places.

RELEVANT EXPERIENCE

Dayton on Main, Dayton, Ohio. Planning lead for the creation of regulatory design standards for a new large-scale district in the heart of Dayton. The resulting document was approved by the planning board and has paved the way for the development of a mixed-use project with millions of square feet of housing, office, and retail uses. The design standards create a flexible framework that addresses walkability, sustainability, wellness, open space, transportation, and other key concerns of the City staff and community at large. Implementation is underway.

Suffolk County Bus Rapid Transit Design Guidelines, New York. Station-area design guidelines for future BRT routes on Long Island's Suffolk County that will connect neighborhoods to the light rail system. The richly-detailed and illustrative guidelines establish an innovative approach to BRT shelters and amenities that efficiently uses the station platform area while also protecting waiting riders from the noise and stress of the adjacent roadways. The guidelines also address ticketing, security, bike parking, level loading, ADA accessibility, and a host of other important operational issues associated with starting new BRT services.

Everett Design Guidelines, Everett, Massachusetts. Lead planner for the development of comprehensive urban design and architectural design guidelines for the rapidly transforming City. The adopted guidelines educate the public and help the planning board steer future development towards creating high quality, walkable, and mixed-use places. The document is richly illustrated and is intended to clearly establish a system of practice from the perspective of a developer or architect.

Riverside Transit-oriented Development Master Plan, Newton, Massachusetts. Planner for the development of thorough design guidelines as part of the entitlement process for a transit oriented development connected to light rail in Greater Boston. Supported creation of the master plan that the guidelines were incorporated into, which has been a centerpiece of the developer's strategy towards achieving an ambitious and community-focused project. The design guidelines specifically address establishing locally sensitive architecture and an active public places.

Blatchford West Design Guidelines, Edmonton, Alberta. Co-author of the comprehensive urban and architectural design guidelines for a large-scale mixed-use redevelopment in Edmonton. The design guidelines promote best practices for active streets, accessory units, winter cities, and low impact development. He worked closely with the client to ensure that the guidelines would achieve the world class design they are seeking to build.

^{*} denotes projects completed with other firms



TITLESenior Associate

YEARS OF EXPERIENCE

Total: 15 With Stantec: 3

EDUCATION

Bachelor of Architecture, University of Kansas, 2005

Edinburgh College of Art, Edinburgh, Scotland, 2002

LICENSES/CERTIFICATIONS

Registered Architect: PA (#RA408761), MN

MEMBERSHIPS

Member, American Institute of Architects

Adam Ferrari AIA

STANTEC: ARCHITECTURE + URBAN DESIGN

Through professional and volunteer activities, Adam has been a passionate advocate for quality design of the built environment. He promotes the power of design as a tool to help individuals, organizations, and neighborhoods develop a shared vision of a sustainable future. In addition to architectural projects across numerous commercial and residential types, Adam has a breadth of experience with architecture, urban planning, community engagement, community development, affordable housing development, urban design, economic development, and process design.

RELEVANT EXPERIENCE

Somerville Green Infrastructure Planning & Guidance, Somerville, Massachusetts. Project includes development of guidelines for retrofitting green infrastructure practices into existing sidewalks, streets, and on public properties in the City of Somerville.

Destination Medical Center, Heart of the City Public Space Design, Rochester, Minnesota.*

The first catalyst project as part of the innovative 20-year, \$5.6 Billion Destination Medical Center initiative is aimed at transforming the public realm on the doorstep of Mayo Clinic in Rochester, Minnesota. The Heart of the City sub-district project is designed to create an authentic and iconic public space to attracts residents, patients, employees, and visitors to the downtown of America's City for Health. The design process included stakeholder interviews, public polls, online engagement and other qualitative research methods to holistically develop the ideal patient experience outside the walls of Mayo Clinic.

Imagine Vision Plans, Rochester, Minnesota.* Inspired by the book Planning to Stay, Rochester Area Foundation and neighborhood leaders created the Imagine Process in 2004 for long-range neighborhood planning. The planning process focuses largely on land use, zoning, and redevelopment planning that is asset-based and meant to forge ahead with a plan that has community support to solve recurring problems. Grounded in a lengthy context analysis, the vision plans offer neighborhood leaders a voice in the design of their urban environment, and a chance to advocate for public policies that advance their shared goals.

NYC Economic Development Corporation, East Midtown Greenway, Andrew Haswell Green Park, Phase 3, Conceptual Design, New York, New York. Stantec is leading the design of the highly anticipated East Midtown Greenway (EMG) on the East Side of Manhattan from 53rd to 61st Streets. The EMG, formerly known as the Outboard Detour Roadway, is the second of three sections of the East Midtown Waterfront Project to be advanced by New York City. Once completed, it will significantly contribute to closing the ring of pedestrian esplanade and bikeway that is anticipated to eventually fully circle Manhattan.

Conley-Maass-Downs Building Historic Rehabilitation, Rochester, Minnesota*

^{*} denotes projects completed with other firms



TITLEPrincipal

YEARS OF EXPERIENCE

Total: 12 With Stantec: 6

EDUCATION

Master of City and Regional Planning, University of North Carolina, Chapel Hill, 2009

Bachelor of Science, magna cum laude, Environmental and Natural Resource Planning, Economic Policy Concentration, Clemson University, 2007

LICENSES/CERTIFICATIONS

Certified Planner #218388, American Institute of Certified Planners

Certified Floodplain Manager #NC-12-0448, Association of State Floodplain Managers

Associate Business Continuity Professional (ABCP) #35268, Disaster Recovery Institute International (DRI)

MEMBERSHIPS

Member, Hazard Mitigation and Disaster Recovery Planning Division, American Planning Association

Board Member, National Hazard Mitigation Association

Caroline Cunningham AICP, CFM, ABCP

STANTEC: RESILIENCY

An expert in hazard-mitigation planning and risk assessment, Caroline has worked at the municipal, regional, state, federal, tribal, and collegiate levels. Her disaster management and resilience expertise is informed by a broad understanding of government policy, disaster planning, risk assessment and disaster-grant programs.

Caroline has worked with all levels of plan development, including project management, action development, meeting facilitation, public outreach, risk assessment, and plan writing. She is also a FEMA-authorized hazard mitigation planning and Hazus-MH instructor, exemplifying her knowledge in the field. In addition, she brings experience in a range of disaster-related services, including pre- and post-disaster grant assistance, disaster recovery planning, climate adaptation planning, and community rating system (CRS) support. Caroline also brings extensive project management experience across a range of disciplines, including hazard mitigation plans, application development, benefit-cost analysis, and risk communication.

Notable projects include HUD National Disaster Resilience Competition grant application assistance in Puerto Rico and Tuscaloosa, Alabama; Gentilly neighborhood in New Orleans following Hurricane Katrina (2008), providing redevelopment assistance, data collection, GIS analysis, and meeting facilitation; New York Rising Community Reconstruction Plans in several boroughs of New York City following Hurricane Irene and Superstorm Sandy (2012) to assist in identifying and assigning priority to resilience projects; and post-disaster development plans.

RELEVANT EXPERIENCE

National Disaster Resilience Competition (NDRC) Assistance, Nationwide. NDRC is a two-phase competition sponsored by the US Department of Housing and Urban Development for eligible jurisdictions to compete for community resilience project grants. Caroline is participating in Resilience Academies nationwide as a Subject Matter Expert and Facilitator. She is also providing support to jurisdictions in project design, benefit/cost analysis, and application writing. Caroline provided assistance to eight jurisdictions in Preparing Phase 2 applications: Commonwealth of Puerto Rico, Tuscaloosa, AL; Commonwealth of Virginia; States of Kansas, Kentucky, Tennessee and West Virginia; as well as Shelby County, TN. She served project manager for Puerto Rico's NDRC phase 2 application; as technical lead on the City of Tuscaloosa's application, and oversaw QA/QC of client applications (as requested).

Amtrak Climate Change Vulnerability Assessment of the Northeast Corridor, Multiple Sites

University of Michigan Hazard Mitigation Plan and Security Assessment, Ann Arbor, Michigan

City of Ann Arbor Hazard Mitigation and Climate Adaption Plan, Ann Arbor, Michigan

Lowell Hazard Mitigation Plan Lowell, Vermont

^{*} denotes projects completed with other firms



TITLEManaging Principal

Total: 25

EDUCATION

Master of Science, University of North Carolina-Chapel Hill

Bachelor of Arts, Middlebury College

Sarah Woodworth

W-ZHA, LLC: FINANCIAL ANALYSIS + IMPLEMENTATION

As Managing Member of W-ZHA, LLC, Sarah Woodworth concentrates primarily on redevelopment strategies, feasibility analyses for various land uses, and structuring equitable financial structures on public/private development projects. In her 25 years of experience, Sarah has helped to craft development strategies for numerous towns and cities including Wichita, Kansas; Providence, Rhode Island; Greenville, South Carolina; Norfolk, Virginia; Chattanooga, Tennessee; Charleston, South Carolina; Cincinnati, Ohio; Lexington, Kentucky; Pittsburgh, PA; Ephrata, PA; Appleton, WI; and Corpus Christi, TX. In performing redevelopment analyses, Sarah has conducted market analysis, financial feasibility analysis, gap financing identification, transit-oriented development analysis, developer solicitation packaging and evaluation. In addition, Sarah is fully aware of alternative regulatory strategies to enhance development potential and land use profitability.

RELEVANT EXPERIENCE

Sarah's relevant commercial market feasibility research has benefited the below similar plans and projects. Those marked with a * were completed alongside our principal-in-charge:

Gallery Place, Transit-Oriented Development Project, Washington, DC

Financial Analysis and Proffer Negotiations, City of Alexandria, Virginia

Downtown Revitalization Initiative Plans*, Albany Elmira Hudson, Oneonta, Oswego, and Schenectady, New York

Dayton Mall Area Master Plan, Miami Township, Ohio⁺

Downtown Memphis Master Plan, Memphis, Tennessee

Birmingham City Center Plan, Birmingham, Alabama

East Franklinton Creative Community District, Columbus, Ohio+

Route 419 Town Center Planning Study, Roanoke, Virginia

Downtown + Bridge Street Development Strategy, Dublin, Ohio⁺

White Flint Sector Plan, North Bethesda/Montgomery County, Maryland

Delhi Township Redevelopment Plan, Delhi, Ohio

Near East Community Blueprint, Columbus, Ohio+

^{*} denotes projects completed with other firms



TITLE

Managing Director, Research + Analysis

YEARS OF EXPERIENCE

Total: 20+

EDUCATION

Master in City Planning, Certificate of Urban Design, Massachusetts Institute of Technology, 2003

Bachelor of Arts with Honors, Wesleyan University, 1997

MEMBERSHIPS

Commissioner, New York City Planning Commission

Co-Chair, Mayor's Sustainability Advisory Board, One New York Plan

Board Member, Coro NY Leadership Center

Board Member, International Downtown Association (IDA)

Advisory Committee Member, National P3 Retail Program, International Council of Shopping Centers (ICSC)

Larisa Ortiz

STREETSENSE: FINANCIAL ANALYSIS + IMPLEMENTATION

Larisa brings over 20 years of experience advising public, private, and non-profit sector clients on retail real estate strategy in urban environments.

Prior to joining Streetsense, Larisa founded Larisa Ortiz Associates, leading award-winning projects including The City of Cambridge Massachusetts Retail Strategy, The City of New York's Commercial District Needs Assessment, and the formation of the first Business Improvement District in Latin America. Larisa is the author of Improving Tenant Mix, published by the International Council of Shopping Centers, and currently serves as a Mayoral Appointee to the NYC Planning Commission. She also serves on the Boards of the International Downtown Association, the Coro New York Leadership Center, the National Advisory Committee of the ICSC P3 Retail Program and is Co-Chair of the City of New York's OneNYC Plan Advisory Committee.

A Fulbright Scholar and Watson Fellow, Larisa has traveled the world studying successful downtown and mixed use environments. She holds an undergraduate degree from Wesleyan University and a master's in city planning with a certificate in urban design from the Massachusetts Institute of Technology.

RELEVANT EXPERIENCE

City of Cambridge Strategic Retail Plan, Cambridge, Massachusetts

Downtown Memphis Retail Action Plan, Memphis, Tennessee

Downtown Revitalization Initiative (ESD), New York*

New Haven Union Station Re-Merchandizing Plan, New Haven, Connecticut*

Port Chester Neighborhood Revitalization Strategies, Port Chester, New York*

^{*} denotes projects completed with other firms



TITLEPublic Art Project Manager

Total: 12 With Firm: 1

EDUCATION

Bachelor of Architecture, The Cooper Union for the Advancement of Science and Art, 2003

Julia Guerro

MATERIALS CONSERVATION CO., LLC: ARTS + CULTURE

Julia Guerrero will be the primary point of contact for the project and will oversee all aspects of the project. Julia is an experienced public art professional with over a decade of experience managing public art projects in her former role as the Director of the Philadelphia Redevelopment Authority's (PRA) Percent for Art Program. In that role she was responsible for all aspects of the public art commissioning process for over two dozen public art projects, with budgets ranging from \$7,000 to \$2,750,000. Julia is equally comfortable working with artists, developers, City officials, city approval boards and community members. Prior to joining the PRA Julia practiced architecture in downtown Philadelphia. Her lead client was Goldman Properties and her work focused on the revitalization of Midtown Village's 13th Street corridor, which is now a lively home of restaurants, galleries, boutiques and offices.

RELEVANT EXPERIENCE

Generative Luminance, by Soo Sunny Park, Philadelphia, Pennsylvania, 2014. An interior mobile made of wire mesh and small dichroic glass pieces in a lobby of a medical center. Commissioned by Wexford Technology and the University City Science Center.

Light Matrix, by Leo Villareal, Philadelphia, Pennsylvania, 2015. A canopy of LED light integrated into the building entryway, programmed to display an ever-changing pattern. Commissioned by the Southern Land Company

Weather Dogs, by Peter Morgan, Philadelphia, Pennsylvania, 2016. A series of animal-shaped copper weathervanes and custom cupolas. Commissioned by Philly Pet Hotel and Villas.

Lightplay, by Mags Harries and Lajos Heder (Harries Heder Collaborative), Philadelphia, Pennsylvania, 2016. A canopy of dichroic glass and façade elements at Broad & South Streets. Commissioned by Dranoff Properties.

American Street Mural, by Alloyius McIlwaine, Philadelphia, Pennsylvania, 2018. A mural Commissioned by JDT International.

^{*} denotes projects completed with other firms



TITLEOwner + Architect

Total: 35

EDUCATION

Passive House Consultant Training, Passive House US

Master of Architecture, University of Virginia

Bachelor of Arts, magna cum laude, Amherst College

LICENSES/CERTIFICATIONS

Registered Architect: PA (#RA011981X)

MEMBERSHIPS

Member, National Trust for Historic Preservation

Member, Affiliations Preservation Alliance for Greater Philadelphia

Design Professional Volunteer, Community Design Collaborative of Philadelphia

PHILIP E. SCOTT, ARCHITECT: ARCHITECTURE + HISTORIC PRESERVATION

Philip has 35 years of experience as an architect, focused on preservation planning and the renovation, restoration, and adaptive reuse of public, private, and institutional buildings. His preservation planning experience includes historic resource survey and assessment, historic district design guidelines, and consulting to citizen preservation groups against the demolition of historic structures and for appropriate new design. Philip brings a realistic eye and attitude to assessing and planning the long-term future of historic properties and districts. He is an expert in designing and evaluating projects responsive to federal, state, and local preservation laws and ordinances.

RELEVANT EXPERIENCE

Township Center, Exeter, Pennsylvania. Conceptual design for the adaptive reuse of a large and failing shopping center/strip mall for use as a government and recreation center. Existing buildings included a large grocery store and several smaller retail spaces, mostly abandoned. Program included all local government functions including administration, police, fire, and roads as well as indoor soccer and volleyball courts, meeting rooms, café, and on-site market rate elderly housing. Client was Exeter Township, on the eastern border of the City of Reading. Completed at KSK.

Provincetown National Register Historic District, Provincetown, Massachusetts. Comprehensive update to the original 1989 inventory of the Provincetown Historic District encompassing most of the dense urban center of Provincetown, Massachusetts. The district covers about 300 acres and includes more than 1,000 buildings. Its historic character spans more than 200 years of settlement, from the city's early years as a fishing community, to its development as a summer resort area and artists' colony beginning in the late 19th century. Four properties in the district are also individually listed. Completed at KSK.

Update of Historic District Design Guidelines for a National Landmark Historic District, Beaufort, South Carolina. Updated design guidelines for renowned collection of antebellum architecture reflecting the Federal, neoclassical, and Greek revival styles popular during the interwar period, along with the widespread use of tabby, a cementitious material made directly from oyster shells. The "Point" neighborhood includes the house known as Tidalholm, where "The Big Chill" and "The Great Santini" were filmed. Completed at JMA.

Mt Moriah Historic Cemetery, Philadelphia, Pennsylvania. Evaluated historical features including landscape and made recommendations for the reuse of historic gatehouse (ruin) and office, as well as restoration and reclamation of several site features as part of a Strategic Planning effort for a largely abandoned, severely distressed, and unfunded historic site. Completed at KSK.

Friends School Haverford, Haverford Pennsylvania. Working with a large and active committee, created an Architectural Master Plan for 150-student Lower/Middle School. Included new construction, adaptive reuse of historic structures, and site amenities and circulation. Existing abandoned historic mansion incorporated in design of new STEM/ Performing Arts Classroom Building. Solved difficult drop off and queueing problem. Collaborated with Stantec on Civil and Site design issues. Completed at KSK.

Philip E. Scott RA

^{*} denotes projects completed with other firms



TITLEFounder

Total: 29

EDUCATION

Master of Arts, Urban Planning, University of California, Los Angeles

Bachelor of Arts, Political Economy of Industrialized Societies, University of California, Berkeley

MEMBERSHIPS

Member, The Design Futures

Member, CAMBA Housing Ventures

Member, Citizens Union Foundation

Member, Imagining America

Member, 601 Tully Arts Center

Marc Norman

IDEAS AND ACTION: AFFORDABLE HOUSING + EQUITY

Marc is the founder of the consulting firm "Ideas and Action" and an Associate Professor of Practice at the University of Michigan, Taubman College of Architecture and Urban Planning. Marc Norman is an internationally recognized expert on policy and finance for affordable housing and community development. Trained as an urban planner, he has worked in the field of community development and finance for over 20 years. With degrees in political economics (University of California Berkeley, Bachelors of Art, 1989) and urban planning (University of California Los Angeles, Master of Art, 1992) and experience with for-profit and non-profit organizations, consulting firms and investment banks, Norman has worked collaboratively to develop or finance over 2,000 units totaling more than \$400 million in total development costs.

RELEVANT EXPERIENCE

- Downtown Revitalization Initiatives (DRI): Strategic advisor to investigate affordable and workforce housing options in small and midsized Upstate New York cities. Developed underwriting guidelines and leverage opportunities to incentivize upper story housing.
- Planning and financial advisory services to assist the Piedmont Housing Alliance of Charlottesville, VA preserve 150 affordable housing units and redevelop the 11-acre site into a mixed-use, mixed-income community
- At UPSTATE: managed design fellows and staff, generated scholarly research and
 professional projects showing how real estate development, architecture, planning, and
 design can help institutions and communities be vital by sponsoring competitions,
 teaching courses, and running programs geared to communities, students, faculty, and
 practitioners in design and real estate.
- Led a team of bank partners in partnership with NYC Office of Long-term Planning and Sustainability on \$30 million Clean Heat financing initiative for multifamily properties (DB).
- Led an interdisciplinary team including Harvard, MIT, and Clinton Foundation, planning multi-unit sustainable, holistic Exemplar Community Development in Zorange, Haiti (DB).
- Structured eight HOPE VI revitalizations totaling over \$800 million in Philadelphia, Atlanta, New Orleans, Chattanooga, Birmingham, Richmond, Biloxi, and Columbus GA (D+B).
- Structured \$200 million in private bridge financing and lines of credit for public and private clients. Provided long term strategic planning for public sector clients (D+B).
- Responsibility for coordinating due diligence and securing financing. Primary responsibility
 for securing tax credit allocations and structuring bond financing in mixed finance
 developments totaling \$250 million.
- Underwritten a total of \$400 million in real estate involving the low income housing tax credit; closed over \$300 million throughout the country with for-profit and nonprofit general partners.
- Responsible for all project- and investor-related coordination and due diligence with lenders, attorneys and general partners, from letter of intent through partnership closing.

^{*} denotes projects completed with other firms



TITLEGeneral Manager

Total: 15

EDUCATION

Master of Business Administration, Drexel University, 2008

Bachelor of Music, Professional Music, Berklee College of Music, 2001

Percy Rosales

ROSALES COMMUNICATIONS: TRANSLATION SERVICES

Percy has an MBA with experience in marketing, public relations, education and nonprofit management; fundraising and budgeting in a variety of cross-cultural communication campaigns and projects. Currently, he serves as General Manager of Rosales Communications, providing a range of services including consultations on material development, easy-to-read translations, and the development of consumer oriented and culturally appropriate health educational messages and programs. Percy manages all major accounts and is active in business development and marketing, which in the past has included the many diversity initiatives for the City of Philadelphia's 2010 Census campaign. In his role, Percy also coordinates and manages text, audio and video translations (forward and back), text simplifications, editing, and revisions in Spanish and English.

^{*} denotes projects completed with other firms



Previous Experience

A relevant, recent selection of previous work conducted by our team members in communities similar to Reading, including our **Downtown Moorhead Master Plan** and the **Annapolis Ahead Comprehensive Plan**. These projects are included in the following past project samples. In Moorhead, there are two universities, and building stronger and more integral connections to downtown was critical for both institutions (Minnesota State University at Moorhead, Concordia College). Presidents of both institutions became directly involved in the Downtown Plan. For Annapolis, considerations around the area's Naval Academy are influential to the plan underway.

Previous Projects

The following pages highlight relevant completed and ongoing work performed by our key staff. The projects shown herein this section represent our similar experience with the scope of services required of the RFP. We've also taken care to include sample projects that serve clients of similar sizes, needs, and aspirations to those of Reading.

Our leadership team alone has earned more than 60 significant awards for planning and urban design work from industry organizations.

Virtual Engagement

The products we are utilizing related to virtual engagement include, but are not limited to:

- + Storymapping through ArcGIS online
- + Mural_Digital Workspace for Collaboration
- Zoom/Teams for public meetings and small group breakout sessions
- + 3D Vista and other MS Azure software applications (virtual tents, spherical camera, etc.)
- + Social Pinpoint; a great platform for landing pages
- PublicInput.com; a long-term use platform in which our own Amanda Morrell is a Certified Corporate Partner with
- + Insight Analytics; a proprietary Stantec tool
- + MURAL (Described in our approach).



Elkhart River District Master Plan Elkhart, IN

2019 Planning Merit Award, International Downtown Association, Downtown Achievement Awards Elkhart's leaders knew their city, once reliant on manufacturing, needed to diversify its economy. The City's appointed public/private River District Implementation Team (RDIT) was formed to plan the River District, and work began on bringing in developers to relocate retail, office, and recreational elements. As the development plans unfolded members of the partnership grew concerned about the district lacking a coherent plan and suffering from sprawl. They needed to better assure that the end goal would establish a vibrant, walkable downtown that would attract new people and bring the Midwestern city into the future.

Stantec's Urban Places, in partnership with walkability advocates, Speck & Associates, provided planning and urban design leadership, establishing a walkable public realm and helping RDIT direct \$30 million in public funds toward placemaking investments that have catalyzed \$400 million in private development.



The master plan includes three themes:

- 1. **Preempt sprawl:** Turn a collection of disconnected and car-centric parcel plans into an integrated, walkable urban neighborhood.
- 2. Fix the mistakes: The site's geography, street network, and existing features needed to be re-imagined as part of a coherent whole.
- 3. Inspire community leadership:
 When outside developers defaulted to development models they knew from suburban work, community investors

suburban work, community investors who embraced the vision stepped forward to lead development.

A housing market study uncovered potential demand for upwards of 1,500 units over 10 years, enough to fuel a transformational revitalization of the entire district and bring its sidewalks, parks, and amenities to life.

Stantec and the team directed collaborative engagement with a broad stakeholder group and deeply committed steering committee to shape the final plan.

The team also led multiple community

meetings and presentations to cement public support and help build momentum for rapid plan implementation.

The planning process identified seven District-wide principles, nine recommendations, and 20 specific capital improvement projects. Private and public leaders have stepped up and they have already started to commit the millions of dollars required to proactively shift the trend so that people won't only be working in Elkhart—they will also start living and playing in Elkhart.

Success: Two anchor projects have already been started in this area and have been the catalyst for imagining a future of growth for Elkhart. These projects include the "Elkhart Health Fitness Aquatics and Community Center," the Stonewater at the Riverwalk residential development by Flaherty and Collins, and a mixed-use development including a super market by Great Lakes Capital. Most recently, local benefactors have committed to becoming equity investors in the next round of catalytic redevelopment.

"WE REALLY APPRECIATE THE
SPECIFICITY THAT THIS PLANNING IS
BRINGING TO THE PROJECT...THE
ABILITY TO SHARE PARKING MEANS WE
CAN MOVE OUR HOUSING UP THE
STREET AND MOVE THE SUPERMARKET
UP TO THE CORNER ACROSS FROM THE
TOWN GREEN."

ELKHART DEVELOPER DESIGNATED TO REDEVELOP A MAJOR SITE

"I JUST CAN'T BELIEVE HOW WELL THIS GROUP HAS WORKED TOGETHER AND IT'S REALLY BEEN PLEASING TO SEE."

BRIAN SMITH, ELKHART RDIT



Downtown Morganton Visioning and Master Plan Morganton, NC

The Stantec team crafted a master plan update to serve as a policy and visual guide for downtown Morganton's growth. The plan examined how the present built environment throughout Morganton's 36-block central business district can evolve over the next 15 years given the current demographic profiles, economic conditions, and community goals. Morganton utilized a vision created in the late 1990's to sell itself as a quaint mountain town with open doors. This initial vision resulted in a first-run movie theater, several craft breweries and bottle shops. and farm-to-table cuisine options. The 2017 effort, executed with intense charrette-based public engagement, built on those successes and told the intriguing story of Morganton.

With a limiting one-way pair system and lack of active frontages, restoring two-way vehicular operation and Complete Streets implementation, along with retail strategies, were key components of the master plan. The city also has a tremendous pool of local talent, so public art and other art-related initiatives were also woven throughout the physical and policy recommendations of the document.

The master plan, adopted in February 2018, encourages experimentation and having fun in the public realm to add vibrancy to the downtown scene. Stunning graphics and strategic implementation strategies will help guide development decisions for decades to come.

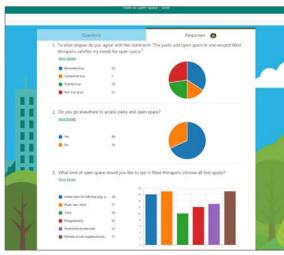
THIS PLAN ESTABLISHES A
BLUEPRINT TO LEVERAGE
PUBLIC DOLLARS WITH
PRIVATE INVESTMENT AND
GUIDES DOWNTOWN
REVITALIZATION FORWARD
THROUGH THE NEXT TWO
DECADES.











Annapolis Ahead Comprehensive Plan Annapolis, MD

and a five-year housing and community development plan.

This comprehensive plan builds on the City's 2009 Comprehensive Plan, as well as other findings from a recent economic profile report, market analysis,

As stewards of the process, we are helping the community identify its vision for the future of Annapolis as it relates to resiliency, land use, urban design, transportation, and economic development. With a focus on housing choice and affordability, the plan introduces new planning and urban design concepts and place types to address the city's emerging need to address growth management and redevelopment.

We have led the development of land use recommendations, urban design concepts, and public engagement tools for community outreach.

When COVID-19 impacts began, we pivoted select in-person events to virtual contact points. The City wished to use its own website as a platform for essential information to related plans, current available project data, and has since added the use of the city's own YouTube Channel for upcoming sessions.

Comprehensive Plan design characteristics include:

Street Pattern. Rectilinear, Grid

Block Length. 400-800 feet; midblock pedestrian crossings and corridors are encouraged.

Building Setback. Shallow to moderate setbacks at sidewalks; residential can have frontage types that allow for dooryards.

Parking. Surface; Structured; Onstreet; Alley-oriented; Garage

Design Amenities. Adequate sidewalk widths, street trees, street furniture, bike racks, pedestrian-scaled lighting and signage, public art

Open Space. 20% of the site should be reserved for public or publicly accessible open space, including passive and recreational open space and plazas.

VIRTUAL ENGAGEMENT:

VIDEO CONFERENCING, VIRTUAL DISCUSSION HALLS, AND ONLINE SURVEYS HAVE BEEN CRITICAL TO THE ENGAGEMENT PROCESS FOR ANNAPOLIS DURING COVID



Downtown Moorhead Master Plan Moorhead, MN

The City of Moorhead and Downtown Moorhead Inc. (DMI) are bringing new life and vitality to their aging downtown. Stantec is building on these efforts by completing the Downtown Moorhead Master Plan.

The Downtown Moorhead Master Plan will be a direct reflection of what the residents and businesses of the Fargo-Moorhead area would like to see in Moorhead's downtown. Stantec will then take that direction from the public and project stakeholders and develop a guide for the City of Moorhead and DMI to implement "step by step" just what it will take to make that vision a reality.

The Stantec team has completed a community-driven visioning and design process that included design walkshops, online interactive ArcGIS StoryMaps,

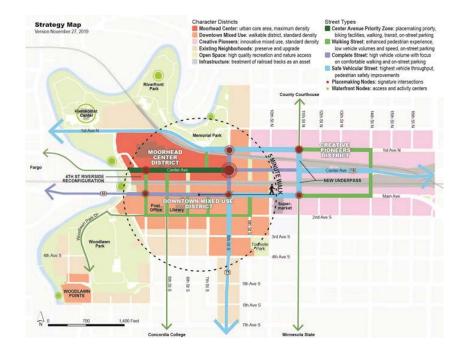
online surveys with over 800 responses, pop-up events at festivals, small group listening sessions, and community-wide workshops. Based on this extensive community involvement, the plan framework is resulting in guidance for improved walkability, a critical mass of people and jobs, connections between the riverfront and downtown, and catalytic development.

We then integrated the vision framework with land use, mobility, and open space opportunities and constraints to develop a broad strategy to achieve the vision. Next steps will focus on specific strategies to maintain downtown Moorhead's eclectic culture paired with a compact critical mass of jobs, residents, and animated streets.

The plan will be completed in 2020.

VIRTUAL ENGAGEMENT:

WE BUILT AND BRANDED A
PROJECT WEBSITE, ONLINE
SURVEYS, AND ENGAGEMENT
MATERIALS. IN ONE SURVEY
ALONE, OVER 700 RESPONSES
WERE SYNTHESIZED, PLUS
HUNDREDS MORE SOURCES OF
INPUT THROUGHOUT THE
ENGAGEMENT TASKS—
GETTING TO THE HEART OF
HOW RESIDENTS' WANTED TO
SHAPE DOWNTOWN MOVING
FORWARD.





Downtown Hammond Master Plan Hammond, IN

With the announcement of new commuter rail service to Chicago and the emergence of a surprisingly robust housing market demand, downtown Hammond is ready to punctuate a decades-long economic decline and jump start its downtown revitalization.

We worked with urban planner Jeff Speck to craft a master plan to retrofit Hammond's downtown core into walkable neighborhood through public realm interventions, publicly and privately owned real estate rehabilitation and redevelopment, and a dramatically improved multimobility network leveraging future transit service and existing regional bike corridors.





Client References

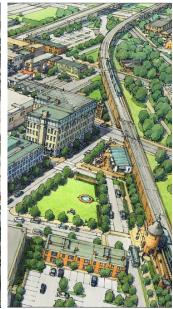
OUR CLIENTS SAY IT BEST

We've provided contacts of similar project scopes and scale. These clients can attest to our relevant and recent past record of performance, our attention to cost control, quality of our work, and commitment to successful plan approvals, adoption, and implementation, where applicable.

We encourage you to learn first-hand from our references how our plans have helped communities aspire to their shared visions with actionable blueprints guiding the way.









Kristie Leshovsky City Planner CITY OF MOORHEAD

500 Center Avenue Moorhead, MN 56561 kristie.leshovsky@ ci.moorhead.mn.us 218-299-5166

RE: Downtown Moorhead Master Plan

David Weaver Chair Investor

RIVER DISTRICT IMPLEMENTATION TEAM

3743 East Jackson Boulevard Elkhart, IN 46516 dweaver@kemkrest.com 574-389-2660

RE: Elkhart River District Master Plan

Anne Anderson Director of Economic Development

CITY OF HAMMOND

5925 Calumet Avenue, Hammond, IN 46320 andersona@gohammond.com 219-853-6508 x1

RE: Hammond Downtown Master Plan

Eric Goldstein Executive Director KING OF PRUSSIA DISTRICT

234 Mall Boulevard, Suite 150 King of Prussia PA 19406

eric@kopbid.com 484=681-9452

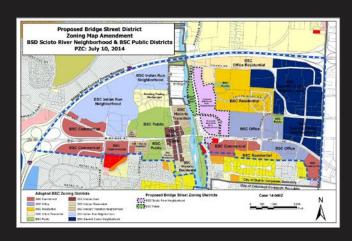
RE: Renaissance Park, GSK, and Discovery Labs -Stakeholder Engagement **RELEVANT EXPERIENCE: W-ZHA, LLC**



Downtown + Bridge Street **Development Strategy**

W-ZHA worked with a multi-disciplinary team to craft a Development Strategy for Dublin, OH. Noted as a wealthy suburb of Columbus and a corporate destination, Dublin leadership was interested in diversifying the Dublin economy and environment. The challenge was how to evolve Dublin to appeal to 21st Century values of mixed-use, walkable environments, sustainability, entrepreneur-ism and enhanced quality of life.

A development plan was crafted to develop a high-density urban center. W-ZHA analyzed the office and hotel markets and worked with the City to understand innovative financing approaches. Since the Plan, Bridge Park has been developed by Crawford Hoying. Bridge Park is a mixed-use, high-density, transit-accessible center developed using a mix of public and private financing. W-ZHA updated the market analyses in 2019. The Plan received a Congress for the New Urbanism Charter Award, Honorable Mention.



Dublin Downtown Zoning Map Amendment



White Flint Sector Plan Financing Strategy

A suburb of Washington, DC, the White Flint area covers 430 acres that lie within a three quarter-mile radius of the White Flint Metrorail Station. The White Flint district has large parcels under relatively consolidated ownership that present opportunities for large-scale infill development.

In part spurred by increasing congestion on Rockville Pike, a six-lane arterial that bisects the plan area and connects Montgomery County and other northern suburbs to Washington, D.C., the regional planning agency embarked on a Sector Plan for the area. On one hand, high density redevelopment would create the walkable, mixed-use environment the community desired. On the other hand, the community was concerned that without the proper infrastructure at the proper time, higher density development could increase congestion and further compromise the environment.

Cognizant that without proper zoning, transitoriented redevelopment would be infeasible, the major property owners in White Flint teamed together to work with the community and the County to develop a workable Plan. W-ZHA was retained to develop a financial model wherein different public/private infrastructure financing mechanisms could be tested under different zoning scenarios. W-ZHA worked with both the County and the private property owners to understand the advantages and disadvantages of various financing approaches. In this highly transparent process, the community was engaged to understand the trade-offs between allowable density and private funding for infrastructure.

In the end, via W-ZHA's modeling, the private property owners agreed to a Special Taxing District to fund transportation-related infrastructure improvements in the Sector Plan Area. Since the Sector Plan was adopted suburban shopping centers have been redeveloped with a street grid introduced. The White Flint Mall is also being redeveloped into a mixed-use project.

RELEVANT EXPERIENCE: STREETSENSE

Downtown 2.0 Livingston County District Assessment

Downtown 2.0 is a comprehensive plan comprised of market-based strategic and tactical interventions that aim to enhance the overall visitor economy of Livingston county and each of its nine municipalities. As consultant to Livingston County, Streetsense led a visionary approach to downtown planning for rural counties where population densities are low and where comprehensive planning for overall economic strength is critical.

In this role, Streetsense conducted both a countywide and town-level market analysis, including an assessment of the physical environment, business environment, regulatory environment, and customer demographics and psychographics. The team also incorporated results of focus group discussions and an online survey to better understand local customer and visitor preferences. This research effort led to a county action plan with a range of strategies, including development incentives, business attraction/retention, branding and marketing, and key capital improvements, that are easily replicable across each community. The plan has also strengthened the County's applications to several state and national grant programs.



Downtown Memphis Retail Market Study + Action Plan

In 2018, Streetsense was engaged by the Downtown Memphis Commission (DMC) to conduct a retail market assessment of Downtown Memphis and to formulate a comprehensive action plan that prioritizes quick wins and supports the equitable growth of downtown as a retail and tourism destination. The strategy builds upon existing development and programmatic efforts led by DMC and its local partners, and went on to inform the Downtown Master Plan completed by Stantec.

Based on robust stakeholder feedback and findings from the physical site assessments and market analysis, recommendations were focused on leveraging the unique assets in each of five downtown nodes: Main/ Second/Beale, Madison Heights, The Edge, The Pinch, and South Main home of the historic Lorraine Motel, National Civil Rights Museum, and Blues Hall of Fame. The recommendations aimed to improve the public and private realms of the nodes as well as continue building the density of local customers, businesses, and attractions.













Proposed Approach

The overall intent of this study is to provide Reading with an official policy document that articulates a clear vision of its future downtown, based on the community's vision and the level of improvements that can reasonably be supported and achievable over the next 5 to 10 years. We assembled our team specifically for its ability to prepare a long term strategy that will: identify and facilitate the direction, type, location, and scale of new development and associated Downtown improvements; identify infrastructure opportunities; determine supporting land uses throughout the downtown area while respecting Reading's historic assets; ensure that downtown returns to a vibrant 24-hour live, work and play district with high-quality businesses, restaurants, retail, and housing; and create an environment that induces additional downtown development and visitation. This effort will be focused Urban Design—the physical and design components of the Downtown Plus study area-its form, function, and quality.

Our team includes some of the country's leading experts in Market Analysis and Retail Action Planning, as well as Tax Increment Financing (TIF), Public-Private Partnership (PPP) and other incentive approaches. Most importantly, our team has the expertise and experience to produce a plan for Reading that prescribes a realistic and timely guide for creating positive change in today's changing and uncertain marketplace. We will bring best practices to bear in this plan from our extensive experience from communities of similar composition with thriving Downtowns from across the county.

Our team will work closely with City staff and an advisory committee to prepare a plan routed in its ability to be implemented and produce deliverables tailored for use by the three groups to whom the Plan will be most useful: first, City officials charged with implementing the Plan; second, private developers who must be incentivized to develop in downtown Reading; and third, the public and/or local stakeholders who must champion the Plan and support its implementation. Our team believes it is important that each group receives the relevant information useful to their tasks and/or concerns both during the planning process and after the Plan is complete. During the planning process our presentation tools will be interactive and facilitate collective feedback.

TASK 1 EXISTING CONDITIONS ANALYSIS

We will kick-off the planning process with an existing conditions review that will provide an analytical foundation and reference touchstone for the rest of the planning process. This review will rely on data provided by the City and/or obtained from other public sources and include the following topics:

- + Previous Plans. We will review recent plans and studies completed for downtown and greater Reading, including those listed in the RFP. In many cases, these plans include data, analysis, and findings that remain very relevant today and could provide the Downtown Plan a running start toward solution to key issues.
- + Demographic Snapshot and Trends. We will summarize downtown's demographic profile and trends that might influence the plan's content or recommendations. In particular, we will register emerging changes that might inspire new policy responses and reframe how the community understands downtown's role in the City's present and future.
- + Zoning Review and Assessment. We will evaluate existing Commercial Core (C-C) zoning and Downtown boundaries for any changes and expansion opportunities that would support the City's goals for downtown's overall development. We will compare current zoning designations against existing land use patterns and highlight notable discrepancies that might inform zoning revisions.
- + Mobility Networks Assessment. We will review downtown's mobility system, overlaying vehicular, bike, pedestrian, and transit networks to generally assess overall service levels across modes. This evaluation will consider variables such as traffic, walkability, parking, and opportunities to develop electric charging station for battery-operated vehicles. This assessment will also evaluate parking inventories in the Downtown and consider parking supply in relation to the perception that parking is limited and/or not easily accessible. We will highlight areas where parking surpluses might support new development and density without associated new parking construction (a benefit that could improve development feasibility).

- + Arts, Culture and Community Facilities Inventory. We will inventory and map all arts-related and cultural facilities in the study area, to help plan enhancement and promotion of existing and emerging neighborhood arts and cultural facilities. Materials Conservation Co., LLC (MC) will work closely with the Stantec team to assess and make recommendations related to Arts and Culture component of the Downtown Plus Strategic Plan for the City of Reading. MC will:
 - Conduct a full-day site visit by a member of our conservation team to assess the city's public art inventory, including its location and condition.
 - Identify opportunities for new public art initiatives and funding streams.
 - Inventory existing annual events, both free and ticketed..
- + Parks, Recreation Facilities, and Open Space Inventory.

 We will inventory and map parks, playgrounds, and other open space. We will review parcel vacancy maps to identify possible opportunities for open space connectivity and opportunities for sustainable stormwater management, additional urban farming sites, and opportunities for new parks and playgrounds. We will also generally assess the overall condition of key open space assets and consider tree canopy and shade continuity within downtown.
- + Community Facilities Inventory. We will inventory and map community facilities, libraries, places of worship, community centers, health centers, social service providers, and other centers of community life.
- Placemaking and Character Assessment. We will conduct a preliminary survey of downtown's experiential character and key placemaking assets, characterizing different parts of downtown based on what makes each more or less unique and memorable.
- the existing conditions assessments above, we will assess present conditions, strengths, weaknesses, and special issues facing Downtown and surrounding neighborhoods as a means of establishing a baseline for recommendations. All information, data analyses, and any community recommendations will be assembled and organized into an illustrated opportunities and challenges map that illustrates existing conditions, major resources, assets, and opportunities, as well as problems and constraints. The assessment will also include opportunity sites for large, mixed-use developments and a high-level assessment of infrastructure conditions allowing us to see where potential redevelopment opportunities can be leveraged to help facilitate needed infrastructure investments.

+ Provide viable options for Payment in Lieu of Tax (PILOT) for entities that are categorized as tax exempt. Our team has a track record in revitalization implementation. One key component to our success is leveraging our national experience to identify and quantify unrealized market opportunities. Another component to our success is to test opportunities from the private investor's perspective and, in many cases, identify the key obstacles to investment and the tools or gap funding sources necessary to bridge implementation gaps. Another, very important component, is to work closely with local institutions to understand where Downtown revitalization and institutional goals intersect. In many cases, strategizing and coordinating institutional infrastructure investment, workforce and program development, and real estate initiatives has a huge impact on Downtown success. While these dollars and resources are not payments in lieu of taxes, strategically planned these investments can be targeted to catalyze Downtown revitalization.

During this and subsequent stages of the project, we will support our collaboration with the City using MURAL, an online tool we have utilized to interact successfully with our clients by essentially creating a large sketch pad we are all sitting around virtually. The platform offers us the ability to interact in real time with drawing and comment tools. We have found it most useful when brainstorming as a team despite our distance and offering the ability for Reading's key city staff to also interact with our planners and experts. We anticipate having a series of four to six sessions with the City participating in at least two of the scheduled meetings. The platform also allows users to interact and comment even outside of scheduled meetings so progress can evolve between sessions.

We will summarize the existing conditions analysis in a concise memo that reviews each topic with one or more maps, photos, and/or a brief narrative. The memo will focus attention on observations likely to meaningfully influence the plan's public discourse, conceptual development, and recommendations formulation.

TASK 1 DELIVERABLE

+ Existing conditions memo

TASK 2 PUBLIC ENGAGEMENT

The COVID-19 pandemic has shifted the balance of our approach to public engagement to lean more heavily on virtual outreach. While we still greatly value face-to-face interactions with both our client and client communities, we are now operating under a unique set of circumstances. The ability to use Microsoft Teams and/or Zoom for focus group meetings still allows us to gather small groups of stakeholders together in a virtual space. That said, we anticipate a highly collaborative and interactive public engagement process regardless of whether or not we can meet in person during the course of the project. The following activities and events can be executed successfully in either circumstance.

STAKEHOLDER INTERVIEWS

We will work with the City to conduct a series of interviews and small focus groups with key representatives from downtown and surrounding communities, City, transit agency, area businesses, local developers, and other individuals and organizations who can provide insight to inform the planning process. We consider it critical to engage these folks early in the process and may check back in with some periodically as the plan progresses to test our developing ideas and maintain support for the effort and its eventual result.

VISIONING WORKSHOP

At our first major engagement event, we would like to interact with the Reading community to share their vision for the future of downtown with us. Depending on the state of the pandemic, we are prepared to conduct this workshop in-person or virtually, such as by creating a "virtual tent" within which we can conduct digital interactive activities. We would also envision other ways to reach the portions of the population that may not have internet access including direct mailings or drop-in events where individuals or families can sign-up for times to review the ideas in-person in a safe manner.

We will craft the event's programming and logistics details in collaboration with the City, in response to what we learn during previous analytical tasks, and per any limitations imposed by COVID-19 policies.

The session may involve activities and address topics such as:

- + An introductory presentation by the Stantec team summarizing the planning process and providing context and background information to help inform subsequent activities.
- + Creating a 5-word statement summarizing residents' vision for the future of downtown what Downtown Reading hopes to be and where it is headed.
- + Create a series of brand and messaging statements define what makes downtown Reading different than any other place. This exercise will involve brainstorming to identify 5-10 key differentiators. Then, we will narrow those down and pick your top three. With your top 3 differentiators identified, we will work to create your overall Downtown headline, or "tagline" that captures the essence of Reading's mission, vision, core values, and key differentiators.
- Voting boards capturing and ranking shared priorities for key downtown features such as architecture, identity, signage, wayfinding, streetscape amenities, lighting, landscaping, and green space + greening opportunities.
- + Interactive site maps documenting assets, challenges and opportunities in and around downtown.
- + Interactive route maps allowing residents to illustrate where they typically go downtown and how they get there (such as jobs, shopping, school, parks, etc.)

The workshop will culminate with the collaborative formulation of a shared vision and unifying goal for the continued renaissance of downtown. This vision and goal will inform subsequent design and planning work as well as the plan's final recommendations.



Public Engagement Toolbox

For engagement in the social distancing era we will work with the City to craft the right engagement strategy

LIVE VIRTUAL POLLING • TACTICAL URBANISM

EVENTS • VIRTUAL FACILITATOR EXERCISES • BUBBLE

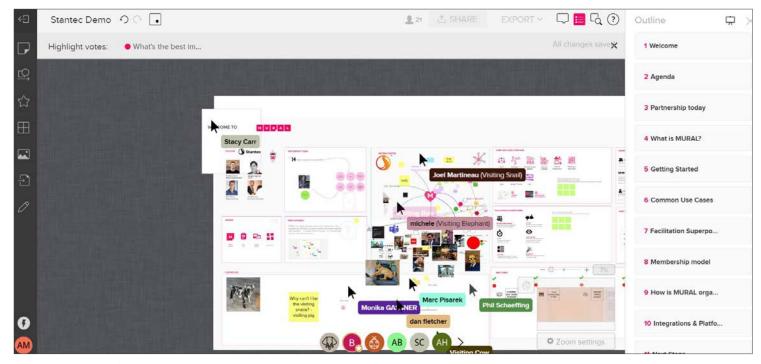
BOARDS • VISUAL PREFERENCE SURVEYS

• DOOR HANGERS • TARGET POPULATION

WORKSHOPS • GRAFFITI IDEA WALLS • WALK + BIKE

TOURS • DRIVE-THRU SURVEYING •

PHONE INTERVIEW

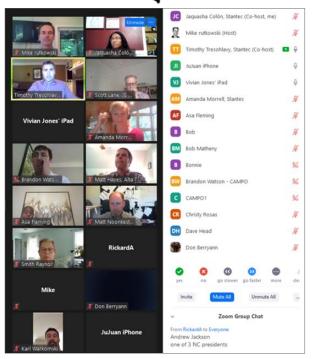


REAL-TIME SHARED DIGHTAL WORKSPACE

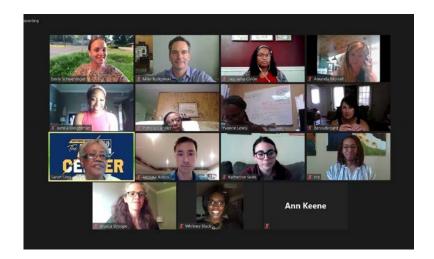
Working Together, APART!

VIRTUAL / PIN-UP/EXHIBIT SHOWROOM















DESIGN WORKSHOP

We will lead a public workshop to develop the master plan's key design strategies in collaboration with the City, downtown stakeholders, and the broader Reading community.

The session's primary goal will be to collaboratively translate the community's vision and unifying goal for downtown into more specific and detailed design concepts for the final plan.

The session will begin with a presentation by the Stantec team reviewing results from the visioning session and emerging ideas and concepts under development by the technical team. This will be followed by multiple interactive, hands-on individual and group design exercises such as

- + "Image board" sticker exercise allowing participants to "design their own community" with representative options to choose from for architecture, open space, streetscape, and other key design features.
- + Visual preference surveys collecting votes for different aesthetic and experiential features such as architectural style, open space programming, and streetscape design.
- + Block or Lego modeling exercise to test different height and massing configurations with a focus on priority redevelopment sites.

The workshop will include opportunities to test working ideas that would benefit from community review, feedback, and insight before crystalizing into planning strategies and recommendations.

DRAFT PLAN OPEN HOUSE

To support the plan's public release and review, we will lead an open house session with the community to present a summary of the plan's contents and concepts, answer questions, and gather comments for consideration in the final draft.

The open house will begin with a presentation of the draft's key components and working recommendations. The events will include numerous exhibits from the draft plan and include several members of the planning team who can engage both formally and informally with members of the community and gather feedback on the plan and its key concepts and features.

We will summarize the results of the community engagement process in a concise memo possibly tailored to eventually become a chapter in the final deliverable.

Task 2 Deliverable

- + Community engagement summary memo
- Select deliverables from public engagement will be translated into spanish.

TASK 3 MARKET ANALYSIS + RETAIL ACTION PLAN

The Market Research and Retail Action Plan will be led by Streetsense. At Streetsense, we are retail specialists with a fine-tuned understanding of downtown business districts. We understand that these environments are the outcomes of generations of investments by a multitude of players – from private property owners to residents and public sector officials - and that each plays a unique but crucial role in advancing downtown revitalization efforts. Downtown environments are understandably complex, and actionable plans are highly dependent on understanding not only market conditions and opportunities, but also the physical environment and overall business conditions in which businesses operate. Additionally, the capacity, partners, resources and underlying regulatory constraints that serve as guidelines for development and are among the most important levers that a public sector partner has at their disposal. All of these factors play a role in developing meaningful retail action plans that address the complex nature of downtown environments and ensure that the public sector has a plan of action that is reflective of the unique public sector tools, resources and partners available to improve the environment in which retail operates.

As a result, our unique and award-winning methodology for retail action planning includes a robust set of inputs that are all vital to developing a plan that is actionable, financeable, and embraced by a local community. We are pleased to share our approach with you here.

BASELINE DIAGNOSTIC

Background Documentation

We begin reviewing and summarizing previous planning documents provided by the Client. These documents will provide critical insight into the issues and concerns that have been raised in the past and will help provide context to the Consultants in advance of the study.

Physical & Business Environment Assessment

During our site visit our team will conduct a windshield survey of the district and map concentrations of existing retail (i.e. "Retail Microclimates"). The identification of Retail Microclimates will allow us to conduct an efficient and focused assessment on areas where improvements will have the most impact on local businesses. We will consider existing streetscape conditions, overall levels of cleanliness, as well as conditions of access that includes automobile traffic counts, parking availability, pedestrian/bike access, and transit ridership and visibility that includes an assessment of existing retail signage (i.e. scale, and placement).

Stakeholder Interviews/Public Feedback

Interviews with key civic, business and community stakeholders are critical to performing real time feedback of concerns and issues. In addition to market data and case studies, we will interview local stakeholders to understand the market, the local vision for the area, and use this to inform the strategy. We

typically interview 6-12 key stakeholders as part of this process (some in small focus groups) and will work closely with the Client to identify key stakeholders and the most appropriate format for those discussions. We look to the Client to arrange these meetings on our behalf during a two-day site visit.

MARKET ASSESSMENT

Retail Market Assessment

Streetsense has a staff dedicated to the exclusive study of retail and retail environments because it is an ever evolving and highly nuanced field. Below, you will see that the approach to market analysis is highly refined and practical, not aspirational. This process has been fine-tuned and continues to be reevaluated to ensure that we will guide the future retail development efforts with the best possible estimates of market supported retail demand in 2023 and 2028. The rapid changes in the industry and the evolution of the retail landscape yield an unpredictable outlook for customer sales past this time frame. The following outlines the steps taken to determine the market profile for the site.

Competition Assessment

Streetsense will prepare an assessment of the competition for customers in the immediate areas surrounding the site as wells the regional competition in the greater Miami market. In addition to the impact of surrounding submarkets and destination retailers in the local and regional markets, we will also review the impact of existing and planned adjacent development projects on the supportable retail demanded at the site. We will assess the current tenanting, strengths and challenges of each retail offering, and the gap in the market. It is the purpose of this analysis to ensure that the development is complementary, not competitive (i.e. that other developments will not cannibalize potential sales).

Trade Area Analysis

Equipped with a deep understanding of the shopping center's current performance, the market's development trajectory, customer behavior, and competing centers, we will then delineate primary, secondary, and tertiary trade areas. These trade areas are impacted by competition, drive times, and sociological, psychological, and geographic boundaries, among other characteristics.

Please note, any retail market analysis that delineates trade areas by rings or radii should be disregarded. Although retailers frequently data derived from uniquely drawn gather information using this method, they are receptive to evaluating trade areas, as long as the rationale for these boundaries is sound.

Customer and Demographic Analysis

The density, customer profiles, and spending patterns within each of these trade areas will begin to identify how expenditures throughout this area are distributed, and who the existing and potential customer bases are. Each of the following customer groups increase retail demand in a manner that needs to be

evaluated in a technical manner (i.e. quantified current and projected population growth and retail expenditures), and our team (based on our past market studies) has the necessary tools and data to measure how much additional retail demand is derived from each of these customer groups and their spending behavior:

- + Resident-Generated Spending: Our team will analyze the demographic characteristics of the residents within each trade area, including population, number of households, and household incomes and expenditures retail.
- **+ Employee-Generated Spending:** Expenditures by the adjacent and nearby workforce will be studied for the primary trade area only.
- + **Atypical Demand:** Through our research, additional populations might be discovered and will be analyzed for spending potential (such as business visitors, tourists, commuters, students, etc).

Retail Demand Calculations

After compiling information about total customer spending for each retail category, capture rates will be assigned. Capture rates for the retail at the site will be influenced by current competition and projected development in the market, industry changes, and technology innovations. Streetsense has a reputation for being very practical and conservative with our capture rates assigned to ensure a balance in the market. We will translate that approach to the site to avoid the risk of retail vacancy and ensure the long-term viability and vibrancy of the retail. After capture rates are assigned, retail demand will be calculated as total square feet per retail category.

Our assessment of the housing market in Reading will include special focus on issues of affordability and a review of policies and programs that support expanding access to housing across the income spectrum.

Residential Market Assessment

Reading's market context defines its ability to compete within the regional market for new residential development. The ability of the area to attract additional residential development will be estimated based on how well Downtown can draw interest based on accessibility, quality of the surrounding environment (e.g., walkability), natural and other amenities, proximity to employment centers, and school quality. We will use reporting on absorption rates, occupancy rates, and growth rates to provide a "go/no-go" direction regarding the ability of Downtown to attract residential development, generally, over the next five-and ten- year time spans. Our team will rely upon pipeline development inputs from the City.

Office Market Assessment

Office development and employee projections emulate local and regional growth trends as well as development trends. Our team

will review absorption rates, occupancy rates, and rental rates by product type to determine if new office development should be reasonably incorporated into a Downtown strategy within five- and ten-year timeframes.

Hospitality Market Analysis

Existing hospitality growth patterns will be applied to the Reading submarket. (especially in regard to our understanding of hotel development strategies considering COVID-19 influences) We will identify the total number of rooms, level of service, RevPAR, and occupancy rates over time for existing hotel properties. With the support of local visitor bureau of hospitality statistics and projections, we will provide a sensibility regarding the direction of the market for five- and ten-year intervals for the Downtown area.

Deliverable: Detailed, annotated PPT summarizing findings that will summarize the total amount of new supportable retail that is reflective of market demand opportunities and constraints.

Retail Action Plan

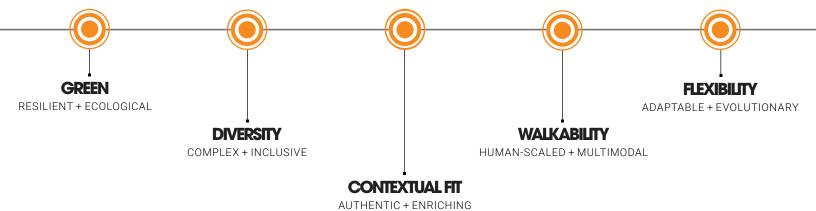
Based on the findings of the above analysis, we will formulate a set of strategies in the form of a matrix that will reflect the "strategic positioning" of the marketplace (i.e. target customer, merchandise mix, price point, etc.) and summarize a set of tactical strategies that will delineate a set of strategic short, medium-, and long-term strategies, as well as magnitude of cost and lead agencies, necessary to advance the plan elements. The tactical strategies will cover some or all of the following:

- + Physical Improvements/Redevelopment Priorities, including necessary improvements to the public realm (i.e. improvements to streets, sidewalks, pedestrian connectivity, automobile access and visibility) and private realm (privately owned properties) that will result in a healthier and more attractive business environment. This will include detailed recommendations for assemblage, land use and tenant mix at opportunity sites.
- + Retail Sales/Promotion & Marketing, including recommendations for activities, driven by the BID, that may be required to drive visitation and raise awareness of downtown retail offerings, thereby improving the environment for downtown retailers. These will proactively include strategies that support the retention and/or expansion of existing businesses.
- + Administrative Capacity, including strategies to address issues of capacity (i.e. leadership, funding, organizational capacity), as well as policy and regulatory constraints that might otherwise impede retail success.

Task 3 Deliverable

+ Retail Action Plan Matrix

OUR GUIDING PRINCIPLES



TASK 4 DRAFT PLAN DEVELOPMENT

With the existing conditions analysis as a foundation and ongoing public engagement providing regular sounding boards to make sure we're on the right track, we will develop a plan that translates the community's vision into a set of achievable strategies and prioritized recommendations.

While the specific structure and organization of this plan development process might change through our collaboration with the City and the community, our work will include the following topics and approaches:

LAND USE + DEVELOPMENT FRAMEWORK

- Building on previous plans and informed by our existing conditions analyses addressing candidate sites for potential redevelopment, we will establish a framework where new housing, retail, and other downtown uses could take root, including both new construction and adaptive reuse.
- + Our land use plan will identify opportunities to introduce new green space and enhance existing public realm amenities, including a focus on location, footprint, and design priorities for a signature downtown park.
- + More broadly, we will create an overlay framework that maps opportunities to introduce other active features and pedestrian amenities throughout downtown's public realm both permanent and opportunities for tactical urbanism, including dining, gathering, relaxing, recreating, etc.
- + Building on our existing conditions placemaking and character assessment, we will develop high-level historic preservation recommendations that reinforce existing assets and tell downtown Reading's story.
- + Our land use recommendation will include special focus on affordable housing, including where it might be most needed and what form it should take to increase its development feasibility.

DESIGN GUIDELINES

- + Linked to the land use and development framework, we will produce a high-level set of urban design guidelines organized to shape key downtown development and placemaking components such as new construction, adaptive reuse, and public realm and roadway interventions.
- Guidelines will focus on fostering an attractive, walkable, pedestrian-oriented downtown environment and, more broadly, helping realize the community's vision for downtown.
- + We will describe the guidelines' rules and stipulations with a combination of text, representative photographs, and diagrams for easy interpretation. They will address features such as height, massing, sidewalk interfaces, and façade design parameters. We will also include guidelines targeting specific features such as concept design for trash and recycled material receptacles and wayfinding signage, as noted in the RFP.

RESILIENCY: ENERGY + ENVIRONMENT

+ We will reference best practice recommendations addressing environmental issues such as stormwater management, low-impact design, green infrastructure, and green energy.

STREETSCAPE, BEAUTIFICATION, + SIGNAGE

- + We will develop strategies, recommendations, and conceptual guidelines for streetscape improvements and beautification along key corridors. We will also include a preliminary signage and wayfinding framework for downtown focusing on strategic gateway and wayfinding signage locations and representative typologies.
- Our work could provide a foundation for a subsequent scope of work to create schematic designs for specific street segments and otherwise carry our concepts forward toward implementation. Additionally, we may include more

general recommendations that could be applied to secondary and minor streetscape improvement based on best practices appropriate for Reading.

TRANSPORTATION, PEDESTRIAN MOBILITY, + CONNECTIVITY

Using an integrated approach, we will evaluate potential for changes in study area transportation infrastructure to benefit future use and redevelopment. This effort will lay out the transportation structure for each mode—outlining priority pedestrian routes, bicycling routes, rail impacts, and vehicular impacts. Resulting in recommendation regarding where and what types of transportation infrastructure should be provided within the downtown space.

More specifically, this task may also review pedestrian connectivity between the underutilized parking areas and key development nodes within the study area. The deliverable for this task will be appropriate maps, exhibits and a brief memo outlining the team's recommendations for all modes of transportation.

- + Preparation of conceptual design plans: In tandem with the Urban Design efforts, we will develop concept design plans as needed to show "Complete Streets" design, or other concepts for bicycle facilities, pedestrian paths, transit stops or other transportation components as determined
- Review and build upon the findings and recommendations of the 2020 Bicycle and Pedestrian Commuter plan and incorporating findings from our mobility network assessment, we will develop an updated bicycle and pedestrian framework for downtown emphasizing nearterm opportunities for high-impact improvements to connectivity and safety.

PARKING

"Hotspot" areas where parking demand is consistently high adjacent to areas of availability may point to a shared parking strategy to right-size parking, reduce congestion, eliminate curb cuts and create efficiencies. Parking observations and analysis will inform whether there is sufficient demand for new parking facilities. The costs and benefits of structured parking versus investments in demand reduction measures will be weighed and explored in conjunction with overall development plans.

+ Alignment with the Reading Parking Authority: While there is ample parking in the Downtown, there is a perception that parking is limited and/or not easily accessible.

Aligning revitalization efforts with the Reading Parking Authority will be critical.

- + Include analysis of the impact of future developments on existing parking facilities and the need for additional or different Downtown parking opportunities.
 - Develop retail action plan tying north and south Ninth Street to commercial facilities on Penn Street.

ARTS AND CULTURE

Again, working closely with the Stantec team MC will make recommendations related to Arts and Culture component of the Downtown Plus Strategic Plan for the City of Reading. MC will:

- + Identify opportunities for new community-based events in collaboration with community partners.
- Propose ideas to attract and create opportunities for diversified artists of various ethnicities representing the City of Reading, and
- + Produce a written narrative and recommendations related to public art initiatives and funding streams, opportunities for new community-based events in collaboration with community partners, and propose ideas to attract and create opportunities for diversified artists of various ethnicities representing the City of Reading.

IMPLEMENTATION STRATEGY

- + We will compile our recommendations across the topics listed above into an action plan that, as much as possible, identifies not just project concepts but also the key stakeholders responsible for implementation.
- + Our implementation strategies will include a long-term horizon (10 and 15 years), but will focus most intensely on actionable, high-impact, near-term steps achievable in the next 5 years and include Identify specific action items and timing for plan recommendations.
- + Especially regarding public-private development and public infrastructure investments, our recommendations will include potential funding sources and financing models that identify feasible paths to successful implementation, including Pennsylvania-specific approaches to Tax Increment Financing (TIF), Public-Private Partnership (PPP) and other incentive mechanisms.
- + In some cases especially regarding placemaking and mobility recommendations may be phased to enable a faster, more economical initial action that tests ideas and establishes momentum to be followed by a later, more permanent solutions.

Task 4 Deliverable

+ Draft plan for review

TASK 5: FINAL DELIVERABLE

As structured and developed in Task 4, we will compile our analysis and recommendations into a final deliverable that concisely describes our baseline analysis, collaboratively derived planning and design strategies, and the key approaches required to translate them into implementation success. The document will be richly illustrated including concept plans for what Downtown Plus could look like and clearly reflect the community's involvement and the community's vision for the future.

We will work with our consultant team to capture all of the important input and messages gained throughout the previous tasks. Their expertise will help craft the overall narrative of the plan, as well as with the development of key findings for future plan implementation. In other words, we will help get the right story in the right format to the right audience for the future success of the plan and Downtown Reading.

We will include a summary action plan that assigns roles and responsibilities for key recommendations to provide the city a roadmap to execute the plan's implementation.

We will offer additional recommendations that accommodate, reinforce, and encourage the type of renaissance envisioned in the plan including a review of regulatory tools and policy recommendations. We will identify City policy areas that need improvement and review City regulations that may conflict with the goals and objectives of the Downtown Strategic Master Plan.

Task 5 Deliverable

- + Final report
- + Select summary deliverables from the final report with be translated into Spanish.

Project Management

We treat our clients as partners. We believe in providing our partners with sound project management, communication, and technical expertise. Done right, our team will perform at a level greater than the sum of its parts. From the start, we will work together to establish structures and protocols that support successful project execution, including regular conference calls, ongoing communication between defined primary points of contact, clear milestones and deliverable due dates, and shared messaging internally and with the public.

Stantec maintains a ten-point project management framework that we utilize on all projects to assure consistency and quality in our deliverables, to manage budget and schedule with consistency, and compliance with all agreed scope of work task and deliverable responsibilities. The framework strives to assure:

ON SCHEDULE, ON BUDGET DELIVERY

Stantec's project managers have established systems for maintaining tight control of budgets. As work is initiated, we will capture actual costs with Stantec's state-of-the-art accounting system; a labor distribution report will be expedited on a weekly basis to the project manager, allowing for both review and tracking of costs. On a monthly basis, total costs incurred by task order, including accruals, will be generated and forwarded for payment in the form of an invoice.

QUALITY DELIVERABLES + SERVICE

Stantec employs a Quality Assurance/Quality Control (QA/QC) system centered around Stantec's proven Ten-Point Project Management (PM) Framework. Review by a senior Urban Places associate will take place at key strategic times during the project to ensure that the project stays within budget, the plans and information generated are at a satisfactory level, and that all questions are being addressed and answered. Jason Beske, our project manager, will work closely with our principal-in-charge to make sure that all areas identified during the quality assurance checks are identified to all members of our team and addressed completely. We find this task adds value for our clients by providing a fresh set of eyes to identify ways in which we can refine, clarify, or strengthen the recommendations and implementation strategies in our plans.





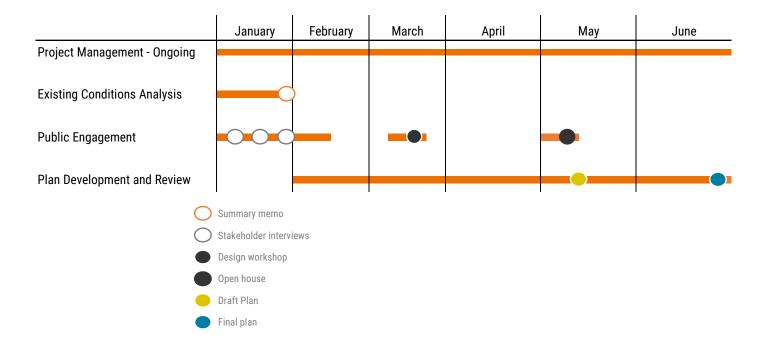


The following schedule reflects an overall 10-month project schedule. Restrictions related to COVID-19 may affect the ability to hold meetings in-person and collect data. Across our network, we are right-sizing engagement needs for each community with unprecedented levels of consideration. Meetings and workshops noted in the below may be virtual or in-person pending current COVID-19 recommendations from the federal CDC, local and state authorities, as well as the City.

We are holding large-scale virtual meetings and collecting data via Bluetooth technologies such as StreetLight and implementing virtual spaces for live work-sharing, interviews and

engagement activity, draft plan review, and all other aspects of our work. Stantec is determined to adhere to the project schedule and budget and will institute internal controls to ensure each task item has defined deliverable due dates and staff responsibilities. Among Reading's requested services, we are thinking ahead and want to help you prepare for potential federal stimulus dollars with "shovel-ready" strategies where feasible.

We look forward to working with the city on refining the schedule to meet the needs of the city, the community, and stakeholders.











REQUIRED FORMS

The following pages include RFP forms:

- + Non Discrimination Statement
- Non-Collusion Affidavit
- Provider's Certification of Non-Indebtedness to the City of Reading

NON DISCRIMINATION STATEMENT

The undersigned hereby certifies that it shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, handicap, familial status, or national origin. The undersigned shall take affirmative action to insure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, handicap, familial status, or national origin.

Otanioo Oonoaning	3 001 11000 1110	
mil	Axa	
BIDDER	,	

David Dixon, FAIA - Vice President/Principal-in-Charge

Stanter Consulting Services Inc

TITLE

NON-COLLUSION AFFIDAVIT

, being first duly sworn, deposes and says
of the Proposer that
epresentative or Agent)

Submitted the attached proposal and He/She is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;

Such Proposal is genuine and is not a collusive or sham Proposal;

Neither the said Proposer nor any of its officers; partners, owners, agents, representatives, employees or parties in interest, including this affidavit, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Proposer, firm or person to submit a collusive or sham Proposal in connection with the Contract for which the attached Proposal is submitted or to refrain from submitting in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication of conference with any other Proposer, firm or person to fix the price or prices in the attached Proposal or of any other Proposer, or to fix any overhead, profit or cost element of the Proposal price or the Proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Reading or any person interested in the proposed Contract;

The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affidavit; and,

Neither the said Proposer nor any of its officers, partners, owners, agents or parties in interest, have any interest, present or prospective, that can be reasonably construed to result in a conflict of interest between them and the City of Reading, which the Proposer will be required to perform.

I state that _	Stantec Consulting	Services Inc.	understands
	(Nam	e of Firm)	
by the City of Read understand and my	ding in awarding firm understands nt concealment from	the Contract(s) for was that any misstatement the City of Reading	rial and important, and will be relied on which this Bid is submitted. In this Affidavit is and shall be g of the true facts relating to the
		(Name and C David Dixon, FAIA - Vice	ompany Position) President/Princpal-in-Charge
SWORN TO AND	SUBSCRIBED		
BEFORE ME THIS	SDAY		
OF	, 20		
Notary Public		My Commiss	ion Expires:

PROVIDER'S CERTIFICATION OF NON-INDEBTEDNESS TO THE CITY OF READING

Provider hereby certifies and represents that Provider and Provider's parent company(ies) and subsidiary(ies) are not currently indebted to the City of Reading (the "City"), and will not at any time during the term of this Contract (including any extensions or renewals thereof) be indebted to the City, for or on account of any delinquent taxes, liens, judgments, fees or other debts for which no written agreement or payment plan satisfactory to the City has been established. In addition to any other rights or remedies available to the City at law or in equity, Provider acknowledges that any breach or failure to conform to this certification may, at the option of the City, result in the withholding of payments otherwise due to Provider and, if such breach or failure is not resolved to the City's satisfaction within a reasonable time frame specified by the City in writing, may result in the offset of any such indebtedness against said payments and/or the termination of this Contract for default (in which case Provider shall be liable for all excess costs and other damages resulting from the termination).

Name of Provider

By: <u>David Dixon, FAIA</u>
Authorized Signatory

Title: Vice President/Principal-in-Charge
President or Vice President

Attest: Buil Axo

Stantec | City of Reading









ADDENDUM ACKNOWLEDGMENT

Our team is in receipt of three (3) known addenda at time of submittal and has included acknowledgment of the received addenda as instructed.

CERTIFICATE OF ACKNOWLEDGMENT OF RECEIPT OF ADDENDUM

THE CITY OF READING

ADDENDUM NO.1 RFP: Downtown Plus Strategic Master Plan

Project

<u>DUE DATE</u>: October 9, 2020

3:00 P.M. Prevailing Time

NOTICE

This addendum must be signed, attached to, and returned with your proposal to the City of Reading by the time and date indicated ABOVE:

All proposers must be aware that the plan's funding source is CDBG-CV (Cares Act). The selected firm must prepare the entire plan in compliance with the funding source requirements. The entire plan must clearly demonstrate how the City can prepare, prevent, and respond to the health and economic impacts of COVID-19.

The following document Professional Services Contract Appendix is part of the contract documents:

City of Reading Community Development Block Grant Professional Services Contract Appendix

1. Environmental Mitigation Measures

The professional services provider will design the project to comply with mitigation measures as established and identified in the CDBG environmental review completed in accordance with 24 CFR Part 58.

2. Section 3 of the Housing and Urban Development Act of 1968

The professional services provider will ensure that, to the greatest extent feasible, opportunities for training and employment arising in connection with this CDBG assisted project will be extended to lower income project area residents. Further, the consultant will, to the greatest extent feasible, utilize business concerns located in or substantially owned by residents of the project area in the award of contracts and purchase of services and supplies.

3. Clean Air and Water (contracts in excess of \$100,000)

The professional services provider shall comply with applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 USC 1857h-4 transferred to 42 USC 7607), section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).

Addendum 1 Downtown Plus Strategic Master Plan Project

4. Energy Efficiency

The professional services provider shall comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94 163 codified at 42 USCA 6321 et. seq.).

5. **Minority Business Enterprise**

Consistent with the provisions of Executive Order 11246 and OMB Super Circular 2 Part 200, the professional services provider will take affirmative steps to ensure minority businesses are used when possible as sources of supplies, equipment, and construction and services. Additionally, the professional services provider must document all affirmative steps taken to solicit minority businesses and forward this documentation along with the names of the minority sub-contractors and suppliers to the City of Reading, Pennsylvania upon request.

6. **Ownership of Document**

All drawings, specifications, studies, and other material prepared under this contract shall be the property of the City of Reading, Pennsylvania and at the termination or completion of the professional services provider services shall be promptly delivered to the City of Reading, Pennsylvania. The professional services provider shall have no claim for further employment or additional compensation as a result of exercise by the City of Reading, Pennsylvania of its full rights of ownership. It is understood, however, that the professional services provider does not represent such data to be suitable for re-use on any other project or for any other purpose. If the City of Reading, Pennsylvania re-uses the subject data without the professional services provider written verification, such reuse will be at the sole risk of the City of Reading, Pennsylvania without liability to the professional services provider.

7. **Debarment**

The professional services provider by executing this contact certifies that neither it nor any firm, corporation, partnership or association in which it has a substantial interest is designated as an ineligible firm by the Comptroller General of the United States pursuant to Section 5.6(b) of the Regulations of the Secretary of Labor, Part 5 (29 CFR, Part 5).

8. **Reports and Information**

The professional services provider will maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to this contract and such other records as may be deemed necessary by the City of Reading, Pennsylvania to ensure proper accounting for all project funds, both federal and non-federal shares. These records will be made available for audit purposes to the City of Reading, Pennsylvania or its authorized representative, and will be retained for five (5) years after the expiration of this contract.

9. Access to Records

It is expressly understood that the professional services provider records relating to this contract will be available during normal business hours for inspection by representatives of the City of Reading, Pennsylvania and U.S. Department of Housing and Urban Development.

10. Employee-Employer Relationship

The contracting parties warrant by their signature that no employer-employee relationship is established between the professional services provider and the City of Reading, Pennsylvania by the terms of this

2

Addendum 1 Downtown Plus Strategic Master Plan Project contract. It is understood by the parties hereto that the is an independent contractor and as such neither it nor its employees, if any, are employees of the City of Reading, Pennsylvania for purposes of tax, retirement system or social security (FICA) withholding.

11. Conflict of Interest

The professional services provider warrants that it presently has no interest and will not acquire any interest, direct or indirect, in the CDBG project that would conflict in any manner or degree with the performance of its services hereunder. The professional services provider further covenants that, in performing this contract, it will employ no person who has any such interest.

12. Modification and Assignability of Contract

This contract contains the entire agreement between the parties, and no statements, promises or inducements made by either party or agents of either party, that are not contained in the written contract, are valid or binding. This contract may not be enlarged, modified or altered except upon written agreement. The professional services provider may not sub-contract or assign its rights (including right to compensation) or duties arising hereunder without the prior written consent of the City of Reading, Pennsylvania. Any sub-contractor or assignee will be bound by all of the terms and conditions of the Agreement.

13. Section 109 of the Housing and Community Development Act of 1974

The professional services provider will comply with the following provision: No person in the United States may, on the grounds of race, color, national origin or sex, be excluded from participation in, be denied the benefits of or be subjected to, discrimination under any program or activity funded in whole or in part, with the funds made available under this title. Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975 or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973 will also apply to any such program or activity.

14. **Nondiscrimination**

The professional services provider will not discriminate against any employee or applicant for employment on the basis of race, color, religion, creed, political ideas, gender, age, marital status, physical or mental handicap or national origin.

15. Procurement of recovered materials

Pursuant to 2 CFR Part 200.322 the professional services provider shall comply with applicable standards, orders, or requirements issued under section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

- Q1. Can you provide an estimated value on this project?
- A1. The City of Reading is attempting to transform the core of our downtown area and also supplement the extended area. Understanding the scope of this project it is expected to cost as much as \$300,000. City will evaluate received and qualified proposals based on best value presented. That is to say, credentials, similar work related experience and timely delivery will be factored, in the selection process. The City budget for the Downton Plus strategic development is based on competitive and substantive proposals received.
- Q2. DBE was indicated as part of the selection criteria, but is there a specific percentage set aside for DBE firms?
- A2. DBE participation should be a minimum of 20% or more.
- Q3. This effort will require a great deal of coordination with numerous stakeholders, both public and private, yet the schedule is only four (4) months from NTP to the draft report. Is there any flexibility in the schedule?
- A3. Yes there will be some flexibility; yet the goal is to be deliberate and aggressive in the completion of the plan. Qualified vendors will provide a schedule of tasks which will be evaluated as an essential component for the delivery of a successful study.
- Q4. What is the funding source for this effort and what is the expected budget allocation?
- A4. City of Reading, utilizing multiple sources.
- Q5. Will this plan be coordinated with the ongoing Berks County Economic Development Plan? What type and level of coordination is anticipated?
- A5. Yes, the City is an essential partner of a Study Berks County is developing for 2030.
- Q6. Does the City have a not to exceed or approximate budget for these services?
- A6. Yes. Please refer to the answer to question No. 1 that details the process through which Best Value selection will be implemented.
- Q7. What is the budget for professional services?
- A7. Please refer to question 1.
- Q8. Is this a grant funded project?
- A8. No

4

Addendum 1 Downtown Plus Strategic Master Plan Project

- Q9. Does the City have an existing inventory of public art?
- A9. Yes, the inventory will be shared with selected Vendor
- Q10. Does the plan require any detailed traffic or parking studies, or is the analysis "high level" to discover patterns and context?
- A10. No. The City is in the process of launching an independent Comprehensive parking study. Selected Vendor will be privy to the study. The vendors' participation for traffic and parking will include coordination with Parking Study Vendor.
- Q11. Does the City desire/branding for signage and wayfinding as part of this plan, or is the intent to develop the potential locations for signage and way finding.
- A11. The intent is to propose potential locations for signage and way finding.
- Q12. Does the City have existing GIS mapping data and will it be made available to the selected consultant?
- A12. Yes. GIS mapping will be made available to selected Vendor
- Q13. No other reference to submitting a cost proposal appears to be referenced outside of a price effectiveness period. Do you require a work scope and budget at this stage or are you requesting qualifications alone per section entitled Professional Qualifications and Experience?
- A13. Qualified Vendor will provide description of every task given in the scope of work, allotted hours for each task and cost for specific tasks. The RFP is designed to produce interest from qualified vendors whom are capable of delivering this study within specific time.
- Q14. Do you require a notary for the affidavit given constraints posed by COVID-19?
- A14. This would not be necessary so long an authorized responsible party signs the proposal.
- Q15. Do you have a specific outline, page limit and/or preferred format for the response?
- A15. Vendors will limit their scope of work to ten (10) pages single line. The statement of qualifications as well as resumes can be provided through FTP link. In addition to any other necessary information. Vendor will provide access the link in their scope of work. Please note FTP link will remain valid through the duration of the project and/or until vendor receives a letter from Purchasing Department to inform the vendor otherwise.

- Q16. How much emphasis do you anticipate giving a retail strategy that emphasizes local retail attraction, retention and growth?
- A16. The Downtown plus encompasses several zoning districts which some are considered historic. Accordingly, the vendor, based on their relevant experience in other cities, will develop strategies to embrace local retailers, attract regional and national and commercial retailers, and develop plans for repurposing on high density areas to support growth in commercial corridors.
- Q17. Has a budget for the work been determined?
- A17. Please refer to question 1
- Q18. What market data is currently available from the Municipality? Or would it be preferable to have no data from CoStars or similar sources utilized?
- A18. Qualified Vendor will rely on their current market data and will provide compelling support which will indicate such market data will be successful within the City of Reading.

I, HEREBY CERTIFY THAT THE CHANGES COVERED BY THIS ADDENDUM HAVE BEEN TAKEN INTO ACCOUNT.

Firm Name (Type or Print) Stanted Gonsalting Gervices inc.		
Authorized Signature _	mid from	
Title	Vice President/Principal-in-Charge	
Name (Type or Print)_	David Dixon, FAIA	
Date	10/9/2020	

CERTIFICATE OF ACKNOWLEDGMENT OF RECEIPT OF ADDENDUM

THE CITY OF READING

ADDENDUM NO.2 RFP: Downtown Plus Strategic Master Plan

Project

DUE DATE: October 9, 2020

3:00 P.M. Prevailing Time

NOTICE

This addendum must be signed, attached to, and returned with your proposal to the City of Reading by the time and date indicated ABOVE:

All proposers must be aware that the plan's funding source is CDBG-CV (Cares Act). The selected firm must prepare the entire plan in compliance with the funding source requirements. The entire plan must clearly demonstrate how the City can prepare, prevent, and respond to the health and economic impacts of COVID-19.

The following document Professional Services Contract Appendix is part of the contract documents:

City of Reading Community Development Block Grant Professional Services Contract Appendix

1. Environmental Mitigation Measures

The professional services provider will design the project to comply with mitigation measures as established and identified in the CDBG environmental review completed in accordance with 24 CFR Part 58.

2. Section 3 of the Housing and Urban Development Act of 1968

The professional services provider will ensure that, to the greatest extent feasible, opportunities for training and employment arising in connection with this CDBG assisted project will be extended to lower income project area residents. Further, the consultant will, to the greatest extent feasible, utilize business concerns located in or substantially owned by residents of the project area in the award of contracts and purchase of services and supplies.

3. Clean Air and Water (contracts in excess of \$100,000)

The professional services provider shall comply with applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 USC 1857h-4 transferred to 42 USC 7607), section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).

Addendum 2 Downtown Plus Strategic Master Plan Project

4. Energy Efficiency

The professional services provider shall comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94 163 codified at 42 USCA 6321 et. seq.).

5. Minority Business Enterprise

Consistent with the provisions of Executive Order 11246 and OMB Super Circular 2 Part 200, the professional services provider will take affirmative steps to ensure minority businesses are used when possible as sources of supplies, equipment, and construction and services. Additionally, the professional services provider must document all affirmative steps taken to solicit minority businesses and forward this documentation along with the names of the minority sub-contractors and suppliers to the City of Reading, Pennsylvania upon request.

6. **Ownership of Document**

All drawings, specifications, studies, and other material prepared under this contract shall be the property of the City of Reading, Pennsylvania and at the termination or completion of the professional services provider services shall be promptly delivered to the City of Reading, Pennsylvania. The professional services provider shall have no claim for further employment or additional compensation as a result of exercise by the City of Reading, Pennsylvania of its full rights of ownership. It is understood, however, that the professional services provider does not represent such data to be suitable for re-use on any other project or for any other purpose. If the City of Reading, Pennsylvania re-uses the subject data without the professional services provider written verification, such reuse will be at the sole risk of the City of Reading, Pennsylvania without liability to the professional services provider.

7. **Debarment**

The professional services provider by executing this contact certifies that neither it nor any firm, corporation, partnership or association in which it has a substantial interest is designated as an ineligible firm by the Comptroller General of the United States pursuant to Section 5.6(b) of the Regulations of the Secretary of Labor, Part 5 (29 CFR, Part 5).

8. **Reports and Information**

The professional services provider will maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to this contract and such other records as may be deemed necessary by the City of Reading, Pennsylvania to ensure proper accounting for all project funds, both federal and non-federal shares. These records will be made available for audit purposes to the City of Reading, Pennsylvania or its authorized representative, and will be retained for five (5) years after the expiration of this contract.

9. Access to Records

It is expressly understood that the professional services provider records relating to this contract will be available during normal business hours for inspection by representatives of the City of Reading, Pennsylvania and U.S. Department of Housing and Urban Development.

10. Employee-Employer Relationship

The contracting parties warrant by their signature that no employer-employee relationship is established

Addendum 2

Downtown Plus Strategic Master Plan Project

between the The professional services provider and the City of Reading, Pennsylvania by the terms of this contract. It is understood by the parties hereto that the is an independent contractor and as such neither it nor its employees, if any, are employees of the City of Reading, Pennsylvania for purposes of tax, retirement system or social security (FICA) withholding.

11. Conflict of Interest

The professional services provider warrants that it presently has no interest and will not acquire any interest, direct or indirect, in the CDBG project that would conflict in any manner or degree with the performance of its services hereunder. The professional services provider further covenants that, in performing this contract, it will employ no person who has any such interest.

12. Modification and Assignability of Contract

This contract contains the entire agreement between the parties, and no statements, promises or inducements made by either party or agents of either party, that are not contained in the written contract, are valid or binding. This contract may not be enlarged, modified or altered except upon written agreement. The professional services provider may not sub-contract or assign its rights (including right to compensation) or duties arising hereunder without the prior written consent of the City of Reading, Pennsylvania. Any sub-contractor or assignee will be bound by all of the terms and conditions of the Agreement.

13. Section 109 of the Housing and Community Development Act of 1974

The professional services provider will comply with the following provision: No person in the United States may, on the grounds of race, color, national origin or sex, be excluded from participation in, be denied the benefits of or be subjected to, discrimination under any program or activity funded in whole or in part, with the funds made available under this title. Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975 or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973 will also apply to any such program or activity.

14. **Nondiscrimination**

The professional services provider will not discriminate against any employee or applicant for employment on the basis of race, color, religion, creed, political ideas, gender, age, marital status, physical or mental handicap or national origin.

15. Procurement of recovered materials

Pursuant to 2 CFR Part 200.322 the professional services provider shall comply with applicable standards, orders, or requirements issued under section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

- Q1. Is there a set budget or expected fee range for the project? 2) What factors are influencing the proposed schedule?
- A1. This question is answered in addendum No. 1 under question No. 1 and question No. 3
- Q2. What is driving the project timeline? Is there flexibility if the City, advisory committee, and consultant team determine that the public engagement process requires more time?
- A2. Please refer to Addendum No. 1 question No. 3
- Q3. Will public participation entail providing materials and presentations in Spanish as well as English? Will the City provide translation services or do we need to build this into our project budget?
- A3. Preferably the presentation will include materials in Spanish. The City will provide personnel in Community Development Department who are capable of translating to Spanish.
- Q4. Does the City already have a foundation for the public art inventory (a list of works, artists, dates, materials, and location), or will the consultant team first need to build the inventory and then provide an assessment of condition?
- A4. Please refer to Addendum No. 1 question No. 9.

I, HEREBY CERTIFY THAT THE CHANGES COVERED BY THIS ADDENDUM HAVE BEEN TAKEN INTO ACCOUNT.

Firm Name (Type or Print)_	Stantec Consulting Services Inc.
Authorized Signature	anif from
Title	Vice President/Principal-in-Charge
Name (Type or Print)	David Dixon, FAIA,
Date	10/9/2020

Addendum 2 Downtown Plus Strategic Master Plan Project

CERTIFICATE OF ACKNOWLEDGMENT OF RECEIPT OF ADDENDUM

THE CITY OF READING

ADDENDUM NO.3	<u>RFP</u> :	Downtown Plus Strategic Master Plan
		Project

<u>DUE DATE</u>: October 9, 2020

3:00 P.M. Prevailing Time

NOTICE

This addendum must be signed, attached to, and returned with your proposal to the City of Reading by the time and date indicated ABOVE:

All of the information requested for this project should be uploaded to the Penn Bid site and NOT an FTP site.

I, HEREBY CERTIFY THAT THE CHANGES COVERED BY THIS ADDENDUM HAVE BEEN TAKEN INTO ACCOUNT.

Firm Name (Type or Print)	Stantec Consulting Services Inc.	_
Authorized Signature	suit from	
Title	Vice President/Principal-in-Charge	
Name (Type or Print)	David Dixon, FAIA	
Date	10/9/2020	

COST







We propose a lump sum fee of TWO HUNDRED SEVENTY-TWO THOUSAND SEVEN HUNDRED TWENTY-FIVE AND 00/100 (\$272,725.00) US DOLLARS to complete the scope outlined earlier in this proposal inclusive of time, travel, and related expenses. Since the final scope of services will be developed in conjunction with the firm selected for this project, the following represent the fee we feel reasonable to accomplish the work plan we have laid out, but this fee along with the scope should be taken as negotiable.

The following breaks down this fee by task, each subtotal also inclusive of time, travel, and related expenses required to complete it.

→ LUMP SUM COST BY TASK AND HOURS

Scope of Work Tasks	Total Cost	Allocated Hours
Task 1 - Existing Conditions Analysis	\$38,300	232
Task 2 - Public Engagement	\$54,100	328
Task 3 - Market Analysis + Retail Action Plan	\$85,225	517
Task 4 - Draft Plan Recommendations	\$68,150	413
Task 5 - Final Deliverables	\$26,950	163
GRAND TOTAL	\$272,725	

In the event circumstances change regarding the COVID-19 pandemic and our ability to travel or otherwise complete portions of the work as planned, we will remain flexible and will work with you to reallocate funds between the tasks as needed. Any reallocations will not exceed the \$272,725 total fee assuming the overall project schedule is not substantially extended.

We typically invoice clients monthly and would recommend a monthly frequency as the project's payment schedule. Each invoice will be based on progress of the work and percentage of the project completed.

For this assignment just over 20% of the fee is designated to our MBE, WBE, DBE sub-consultants (W-ZHA, Ideas and Action, and Rosales Communications), demonstrating our commitment to diversity and inclusion. Most importantly we've added them to our team because they can provide superior service to this assignment.